

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 – June 16, 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 Robertson.
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 ratify/adopt the following two Proclamations:

- A. Ratify the Proclamation dated June 8, 2011, proclaiming Thursday, June 16, 2011, as "Dump the Pump Day" in Escambia County; and
- B. Adopt the Proclamation commending and congratulating the University of West Florida Argonauts Baseball Team on their first National Baseball Championship and number one national ranking for all NCAA Division II schools.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following six Proclamations:

A. The Proclamation commending and congratulating Bennie E. Britt, Animal Control Officer, Corrections Department, on his retirement after 33 years of service;

B. The Proclamation commending and congratulating Timothy C. Ellis, Corrections Officer, Corrections Department, on his retirement after 12 years of service;

C. The Proclamation commending and congratulating Russell A. Hoogland, Animal Control Officer, Corrections Department, on his retirement after 13 years of service;

D. The Proclamation commending and congratulating Andrew P. Hudson, Corrections Officer, Corrections Department, on his retirement after 29 years of service;

E. The Proclamation commending and congratulating Robert J. Jenkins , Corrections Officer, Corrections Department, on his retirement after 12 years of service; and

F. The Proclamation commending and congratulating Larry L. Perritt, Equipment Operator II, Public Works Department, on his retirement after 6 years of service.

8. Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Carla S. Jones, Division Manager, Department of Community Affairs, for her dedication in 25 years of service to Escambia County.

9. Written Communication - May 9, 2011, communication from A. Scott Coile requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 3917 Idlewood Drive.

10. 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.

11. 5:31 p.m. Public Hearing concerning approval of a Rate Resolution increasing the assessment in the Fire MSBU on all properties in the unincorporated areas of Escambia County, with the exception of Santa Rosa Island.

Recommendation: That the Board take the following action:

A. Adopt the Resolution increasing the assessment in the Fire MSBU for all properties in the unincorporated areas of Escambia County, with the exception of Santa Rosa Island, as follows:

- From \$75 to \$80 per residential unit effective October 1, 2011
- From \$80 to \$85 per residential unit effective October 1, 2012
- From \$.034 per square foot to \$.04 per square foot with a minimum assessment of \$80 effective October 1, 2011 on commercial properties and a minimum assessment of \$85 effective October 1, 2012
- From \$9.88 per unit plus \$.03 per acre to \$11.00 per unit plus \$.03 per acre effective October 1, 2011

B. Schedule a Public Hearing for 5:02 p.m. on September 13, 2011, to adopt the assessment roll.

12. 5:32 p.m. Public Hearing concerning the renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Oak Grove Land Clearing Debris Pit, owned by Escambia County.

Recommendation: That the Board authorize the renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility, for Oak Grove Land Clearing Debris Pit, located at 745 County Road 99 North, Walnut Hill, FL, owned by Escambia County [Funding: Fund 401, Solid Waste, Account Number 343402].

13. Committee of the Whole Recommendation

The Committee of the Whole (C/W), at the June 9, 2011, C/W Workshop, recommends that the Board take the following action:

A. Drop 10000 Block of Lillian Highway and 10900 Block of Lillian Highway from further consideration as a proposed boat ramp site (C/W Item 3);

B. Authorize staff to further study the issue concerning policy options for potential rezoning of subdivisions and provide a recommendation to the Planning Board for a rezoning appeal process (C/W Item 6); and

C. Authorize the scheduling of a Public Hearing for July 21, 2011, at 5:31 p.m., to consider adopting an Ordinance amending (Part I, Chapter 42, Article III, Noise) Section 42-67, Regulations for Santa Rosa Island and Perdido Key, of the Escambia County Code of Ordinances (C/W Item 7).

14. Reports:

14. Reports:

CLERK & COMPTROLLER'S REPORT

**Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Escambia County Governmental Complex, Suite 130**

I. Consent

1. Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

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

A. Payroll Expenditures for Pay Date June 10, 2011, in the amount of \$2,239,943.89;

B. The following two Disbursements of Funds:

(1) May 26, 2011, to June 1, 2011, in the amount of \$12,342,751.35; and

(2) June 2, 2011, to June 8, 2011, in the amount of \$4,177,946.06;

C. The Tourist Development Tax Collections Data for Fiscal Year 2010-2011, which includes the April 2011 returns received in the month of May 2011; notable statistics include:

> Returns for the month of April 2011 indicate an increase in collections over the month of April 2010 by 16.40%

> 67% into Fiscal Year 2010-2011, \$3,021,767, or 58.39% of the budgeted revenue, has been collected

> Year to date collections indicate a steady trend of 15.92% increase over the same eight-month time period in Fiscal Year 2009-2010

> Overall growth in taxable rental receipts over this time period last year is 15%

D. The Investment Report for the month ended May 31, 2011.

2. Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

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 original Florida Boating Improvement Program Grant Agreement, FWC Contract No. 10240, as executed by the Chairman on April 28, 2011, based on the Board's August 5, 2010, action authorizing submittal of the Grant Application for the Mahogany Mills Boat Ramp Project, and received in the Clerk to the Board's Office on May 25, 2011; and

B. The Escambia County Health Facilities Authority, Pensacola, Florida, Financial Statements September 30, 2010 and 2009, as provided by Paula G. Drummond, Executive Director/Counsel, Health Facilities Authority, and received in the Clerk to the Board's Office on May 27, 2011.

3. Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

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

A. Approve the Minutes of the Special Joint Meeting of the Board of County Commissioners and the District School Board held May 26, 2011;

B. Approve the Minutes of the Regular Board Meeting held June 2, 2011; and

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 2, 2011.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning CRA Meeting Minutes May 19, 2011 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the May 19, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

2. Recommendation Concerning an Agreement between Escambia County and McCook Community College for the Provision of Certain Student Clinical Training - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Agreement between Escambia County and McCook Community College for the Provision of Certain Student Clinical Training:

A. Approve the Agreement to allow the provision of clinical learning experiences required for applied health occupations, under the auspices of Escambia County Emergency Medical Services (EMS), for certain students of McCook Community College; and

B. Authorize the Chairman to sign the Agreement.

3. Recommendation Concerning Conveyance of Two Surplus Gillig Buses from Escambia County to Bay County Transportation Planning Organization (TPO) - Marilyn D. Wesley, Community Affairs Department Director

That the Board adopt the Resolution authorizing the conveyance of tangible personal property described as two Escambia County Area Transit (ECAT) 1996 Gillig Phantom Model Buses, surplussed by the Board on September 16, 2010, and approved for transfer by the Board on June 2, 2011, to Bay County Transportation Planning Organization (TPO).

4. Recommendation Concerning the Scheduling of a Public Hearing for the Highlands Subdivision Street Lighting MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on July 7, 2011, at 5:32 p.m., to consider adoption of an Ordinance establishing a street lighting Municipal Services Benefit Unit (MSBU) within the Highlands Subdivision.

5. Recommendation Concerning the Scheduling of a Public Hearing for the
Camshire Meadows Subdivision Street Lighting MSBU - Amy Lovoy,
Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on July 7, 2011, at 5:31 p.m., to consider adoption of an Ordinance establishing a street lighting Municipal Services Benefit Unit (MSBU) within the Camshire Meadows Subdivision.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Budget Amendment #224 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #224, Public Safety Department, Other Grants and Projects Fund (110) in the amount of \$6,569, to cover personnel costs associated with the Emergency Management Performance (EMP) Federal Grant through the end of the State's Fiscal Year that ends June 30, 2011.

2. Recommendation Concerning a 3.1% Pay Adjustment for Employees of the Escambia County Board of County Commissioners - Amy Lovoy, Management & Budget Services Department Director

That the take the following action concerning a 3.1% pay adjustment for employees of the Escambia County Board of County Commissioners (BCC):

- A. Approve a 3.1% across-the-board increase for all full-time, relief, term, and contract employees of the BCC, who are Florida Retirement System (FRS) participants not covered by a Collective Bargaining Agreement, effective the pay period starting June 11, 2011, with the exception of those employees who were enrolled in the Deferred Retirement Option Program (DROP) on or before July 1, 2011, and authorize the County Administrator, County Attorney and the Board Chair or other authorized staff to execute any necessary Personnel Action Forms (PAFs) or other documentation;
- B. Approve a 3.1% across-the-board increase for all full-time, full-time relief, term, and term employees of the BCC, who are FRS participants and are covered by Collective Bargaining Agreements, effective the pay period starting June 11, 2011, with the exception of those employees who were enrolled in DROP on or before July 1, 2011, subject to successful contract negotiations with the respective unions, and authorize the County Administrator, County Attorney and the Board Chair or other authorized staff to execute any necessary PAFs or other documentation;
- C. Approve a single, lump sum payment for all employees participating in FRS, except those who were enrolled in DROP on or before July 1, 2011, who are at or reach the top of their pay grade, in an amount that equals the difference between the maximum of the paygrade and the 3.1% pay adjustment. These actions do not allow recurring pay to be increased above the maximum of the employee's current pay range;
- D. Reduce the number of paid holidays from thirteen to twelve, by eliminating the holiday immediately prior to New Year's Day, starting in 2011; and
- E. Approve increasing the employees' contribution rate for medical insurance effective October 1, 2011, by 6% above the current contribution levels.

3. Recommendation Concerning an Interfund Loan between the General Fund and the Other Grants & Projects Fund - Amy Lovoy, Management & Budget Services Department Director

That the Board authorize a revolving, interest-free interfund loan from the General Fund (001) to the Other Grants & Projects Fund (110) in an amount not to exceed \$500,000, until December 31, 2011, to allow for cash flow until reimbursements are received from the various Grants.

4. Recommendation Concerning Contract Award PD 06-07.038, Brownfields Services - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Brownfields Services, PD 06-07.038:

A. Award a Task-Order-Based Continuing Contract to Geosyntec Consultants, per PD 06-07.038, Brownfields Services, 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 audit-able financial package); and

B. Authorize 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.

[Funds to be budgeted on an annual basis]

5. Recommendation Concerning PD 10-11.033, Assessments, Projections and Master Planning for the Escambia County Corrections Facilities - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract to Carter Goble Associates, Inc., per PD 10-11.033, Assessments, Projections and Master Planning for the Escambia County Corrections Facilities, in the amount of \$150,000.

[Funding: Fund 352, LOST III, Cost Center 540115, Object Code 56201, Project Number 07SH0019]

6. Recommendation Concerning the Purchase of Fire and Rescue Uniforms Contract, PD 10-11.048 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a three-year Contract for the "Purchase of Fire Rescue Uniforms Contract", PD 10-11.048, to the Bosso Uniform Company, Inc., in accordance with the terms and conditions of the solicitation and annual appropriation of funds for approximately \$80,000 per year.

[Funding: Fund 143, Fire Protection, Object Code 55201, Cost Center 330206]

7. Recommendation Concerning Approval of the Detailed Work Plan Budget for the Mosquito Control Division Fiscal Year 2011-2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action regarding the Detailed Work Plan Budget for the Mosquito Control Division:

A. Approve the Detailed Work Plan Budget - Mosquito Control for Fiscal Year 2011-2012; and

B. Authorize the Chairman to sign the document.

8. Recommendation Concerning the State of Florida E911 Board, E911 State Grant Program Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida E911 Board, E911 State Grant Program Application, in the amount of \$352,015.16, with no County match, for the purpose of upgrading the E911 System Nortel PBX communication hardware and software components at County Public Safety Answering Points (PSAP):

A. Ratify the approval and submission of the completed Grant Application package; and

B. Ratify the County Administrator's signature on the Grant Program Application form.

9. Recommendation Concerning a Change Order to Purchase Order 110152 to Escambia County Area Transit (ECAT) for EMS Vehicle Repair and Maintenance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order, which will increase the Purchase Order amount to cover the cost of repair and maintenance of Emergency Medical Services' (EMS) vehicles projected through the end of the current Fiscal Year:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	\$5,000
Vendor:	Escambia County Area Transit
Project Name:	N/A
Contract:	N/A
PO#	110152
Original Award Amount:	\$58,000
Cumulative Amount of Change Orders thru CO #1	<u>\$ 5,000</u>
New P.O. Amount	\$63,000

[Funding: Fund 408, Emergency Medical Services Fund, Cost Center 330302, Object Code 54601]

10. Recommendation Concerning a Change Order to Purchase Order 110153 to Ward International Trucks for EMS Vehicle Repair and Maintenance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order, which will increase the Purchase Order amount to cover the cost of repair and maintenance of Emergency Medical Services' (EMS) vehicles projected through the end of the current Fiscal Year:

Department:	Public Safety	
Division:	Emergency Medical Services	
Type:	Addition	
Amount:	\$45,000	
Vendor:	Ward International Trucks	
Project Name:	N/A	
Contract:	N/A	
PO#	110153	
Original Award Amount:		\$ 70,000
Cumulative Amount of Change Orders thru CO #1		<u>\$ 45,000</u>
New P.O. Amount		\$115,000

[Funding: Fund 408, Emergency Medical Fund, Cost Center 330302, Object Code 54601]

11. Recommendation Concerning Approval of Cooperative Agreement Between Escambia County and the Escambia County School Board - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning a Cooperative Agreement between Escambia County and the Escambia County School Board:

A. Approve the Cooperative Agreement between the School Board of Escambia County, Florida, and the Escambia County, Florida, Board of County Commissioners, that provides for vocational training of incarcerated adult students, located in the Escambia County Road Prison, for a not-to-exceed amount of \$57,500 (\$37,500 for Salary and \$20,000 for Materials, Equipment and Supplies); and

B. Authorize the Chairman to execute the Agreement.

[Funding: Fund 175, Transportation; Inmate Commissary, Cost Center 290205]

12. Recommendation Concerning Approval of of the Documentation of Negotiation between the Florida Department of Children and Families and the Escambia County Board of County Commissioners - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Florida Department of Children and Families Contract AH102:

A. Approve the Documentation of Negotiation for forensic mental health specialist services(s), Contract AH102, between the Escambia County Board of County Commissioners and the Florida Department of Children and Families; and

B. Authorize the Chairman to sign the Documentation of Negotiation and Contract Renewal Form.

This Contract is a fixed-rate Contract for a total amount of \$142,920, based on a monthly rate of \$3,970, for a three-year period. This funding is provided by the State 100%.

13. Recommendation Concerning the State Highway Lighting, Maintenance, and Compensation Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State Highway Lighting, Maintenance, and Compensation Agreement:

A. Approve the State Highway Lighting, Maintenance, and Compensation Agreement with the State of Florida Department of Transportation (FDOT), that specifies a lump sum payment from FDOT to Escambia County, in the amount of \$58,831, for FDOT's 2011/2012 Fiscal Year (July 1, 2011 through June 30, 2012) to compensate the County for maintenance of street lighting on State highways; and

B. Adopt a Resolution authorizing Charles R. "Randy" Oliver, County Administrator, to execute the Agreement; and

C. Authorize the Chairman to sign the Resolution.

14. Recommendation Concerning Approval of Scope of Work and Authorization of Invitation to Bid for Saufley Landfill Cleanup - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the Scope of Work and authorize issuance of an Invitation to Bid for the Saufley Landfill Cleanup Project, to include relocating material to Perdido Landfill with alternate to dispose of material at an approved out-of-State Construction & Demolition (C&D) and Lined Landfill, subject to necessary insurance.

The Original Board decision for the Saufley Landfill Cleanup Project directed that the material removed from Saufley Landfill be disposed at the Perdido Landfill. The staff requests the option to bid disposal of the approved material at an approved out-of-State Construction & Demolition (C&D) and Lined Landfill.

[Funding Source: Fund 401, "Solid Waste Fund", Cost Center 220613, Object Code 56301, "Saufley Landfill"]

15. Recommendation Concerning a Change Order to Purchase Order #101657 to TestAmerica Laboratories, Inc., for Analysis of PCBs - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order, which will increase the Purchase Order amount to complete sampling for the Escambia Bay PCB (Polychlorinated Biphenyls) Remediation Study [Funding: Fund 110, Other Grants and Projects, Cost Center 221009, the Escambia Bay PCB Remediation, Object Code 53401]:

Department:	Community & Environment
Division:	Water Quality & Land Management
Type:	Addition
Amount:	\$18,000
Vendor:	TestAmerica Laboratories, Inc.
Project Name:	Escambia Bay PCB Remediation
Contract:	N/A
PO#:	101657
Original Award Amount:	\$35,000
Cumulative Amount of Change Orders Through CO#1:	\$18,000
New P.O. Amount:	\$53,000

Funds for this Change Order are available in Fund 110, Other Grants and Projects, Cost Center 221009, Escambia Bay PCB Remediation, Object Code 53401, Other Contractual Services.

16. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 1002 North Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following June 16, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 1002 North Navy Boulevard:

- A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Eugene S. Kerr, owner of commercial property located at 1002 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for painting the exterior of the building; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

17. Recommendation Concerning Commercial Sign Grant Funding Agreement for 314 South Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following June 16, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Funding Agreement for the property located at 314 South Navy Boulevard:

- A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Carco Properties, Inc., owner of commercial property located at 314 South Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the installation of a new sign; and
- B. Authorizing the Chairman to sign the Funding Agreement and any related documents necessary to implement this Grant award.

18. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3894 Barrancas Avenue - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following June 16, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding the following Board's action of April 16, 2009, concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3894 Barrancas Avenue:

A. Approving the Commercial Façade, Landscape, and Infrastructure Grant Program Funding Agreement between Escambia County CRA and Richard J. Sanderson, owner of commercial property located at 3894 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, in the amount of \$9,960, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2007 Community Development Block Grant (CDBG), Fund 129, Cost Center 220555, Object Code 58301, for the following improvements: install storm windows;

B. Approving the Commercial Façade, Landscape, and Infrastructure Grant Program Lien Agreement for the property located at 3894 Barrancas Avenue, in the amount of \$9,960; and

C. Authorizing the Chairman to sign the Funding and Lien Agreements between Escambia County CRA and Richard J. Sanderson, and any other related documents necessary to implement this Grant award.

19. Recommendation Concerning the Juvenile Justice Assessment Center Lease at 1800 St. Mary Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign a Lease Agreement with the State of Florida, Department of Management Services, Department of Juvenile Justice, Regional Assessment Center, located at Theodore Bruno Juvenile Justice Center, 1800 St. Mary Street, Pensacola, Florida, for the Lease of 12,036 square feet, from July 1, 2011, to June 30, 2021.

Rent from this lease will be deposited into the General Fund (001). Rent for the first year will be \$103,124.45.

20. Recommendation Concerning Acquisition of Real Property Located Adjacent to Saufley Field Construction and Demolition (C&D) Site from Michael and Sandra Johnson - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action regarding the acquisition of real property located adjacent to Saufley Field Construction and Demolition (C&D) site from Michael and Sandra Johnson:

A. Authorize the purchase of three parcels of real property (totaling approximately 4.92 acres), for \$262,000, from Michael and Sandra Johnson, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and

B. Authorize 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 acquisition of this property, without further action of the Board.

Meeting in regular session on June 17, 2010, the Board approved the recommendation presented to the Committee of the Whole on June 10, 2010, authorizing staff to initiate the purchase process for three contiguous parcels of property (totaling approximately 4.92 acres), located at 5640 Saufley Field Road, owned by Michael and Sandra Johnson. This property abuts the east property line of the Saufley C&D site.

[Funding Source: Fund 401 (Solid Waste), Cost Center 220613 (Saufley Landfill), Object Code 56101 (Land)]

21. Recommendation Concerning the Transfer of a Portion of Burgess Road from FDOT to Escambia County - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action concerning the transfer of a portion of Burgess Road from the Florida Department of Transportation (FDOT) to Escambia County:

- A. Approve the FDOT/Escambia County Roadway Transfer Agreement, accepting the transfer from FDOT of a portion of State Road (SR) 742 (East Burgess Road), Roadway ID 48-013-000, from Hilburn Road (Beginning Mile Post 1.360) to the west right-of-way line of Interstate I-110; SR 742 (East Burgess Road), from the east right-of-way line of Interstate I-110 to SR 291/North Davis Highway (Ending Mile Post 1.975); and SR 742 (East Burgess Road/Lanier Drive), from Sanders Avenue (Beginning Mile Post 2.777) to Creighton Road/Lanier Drive (Ending Mile Post 3.154);
- B. Adopt the Resolution approving the Roadway Transfer Agreement between Escambia County and FDOT;
- C. Authorize the payment of incidental expenses associated with the recording of the maps or Deeds; and
- D. Authorize the Chairman to execute all documents necessary to complete this transaction.

As part of FDOT's project to improve the I-110 corridor, the Burgess Road bridge crossing I-110 was removed and a new bridge constructed on Creighton Road. Creighton Road merges with Burgess Road just west of Hilburn Road and is still needed by FDOT for their future plans. FDOT would like to transfer the portion of Burgess Road from Hilburn Drive to Davis Highway, the portion of Burgess Road from Sanders Street to Lanier Drive and the portion of Lanier Drive from Burgess Road to Creighton Road to the County.

22. Recommendation Concerning the Participation Agreement between BA Merchant Services, LLC, and Bank of America, N.A. and Escambia County by and on behalf of Community Corrections, a Division of Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Participation Agreement between BA Merchant Services and Bank of America, N.A., and Escambia County, to establish the mechanism for electronic payments to Community Corrections for all fees charged by that Division (Funding: Cost Center 290301, Misdemeanor Probation):

A. Rescind the Board's action of May 5, 2011, taking the following action concerning the Participation Agreement between BA Merchant Services, LLC, an Ohio limited liability corporation, and Bank of America, N.A. (hereinafter referred to collectively as "Contractor"), and Escambia County, a political subdivision of the State of Florida, by and on behalf of its Community Corrections, a Division of the Corrections Department (hereinafter referred to as "County"), to enable Community Corrections, a Division of the Corrections Department, to accept Visa, MasterCard, and debit card payments from its customers; a minimal monthly transaction fee, based upon volume of customer usage, is available in Cost Center 290301, Misdemeanor Probation:

(1) Approving the Agreement to establish the mechanism for electronic payments to Community Corrections for all fees charged by that Division; and

(2) Authorizing the Chairman to sign the Agreement;

B. Approve the Participation Agreement between BA Merchant Services and Bank of America, N.A., and Escambia County, Florida, as governed by the Electronic Payments Receipt System Provider Contract entered into between Contractor and the State of Florida, Department of Financial Services, effective January 1, 2007, to enable Community Corrections, a Division of the Corrections Department, to accept Visa, MasterCard, and debit card payments from its customers; a minimal monthly transaction fee, based upon volume of customer usage, is available in Cost Center 290301, Misdemeanor Probation; and

C. Authorize the Chairman to sign the Agreement.

23. Recommendation Concerning the Transfer of Olive Road (SR-290) to Escambia County and the Transfer of a Portion of Airport Boulevard to the Florida Department of Transportation (FDOT) - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action concerning Olive Road and Airport Boulevard:

A. Approve the FDOT/Escambia County Roadway Transfer Agreement, to accept the transfer of Olive Road (SR 290), from North Palafox Street (CR 95A) to Scenic Highway (SR 10A), from the State Highway System to the Escambia County Road System, and the transfer of Airport Boulevard, from U. S. Highway 29 (SR 95) to Davis Highway (SR 291), from the Escambia County Road System to the State Highway System;

B. Adopt the Resolution approving the Roadway Transfer Agreement between Escambia County and the Florida Department of Transportation (FDOT);

C. Authorize the payment of incidental expenses associated with the recording of maps and Deeds; and

D. Authorize the Chairman to execute all documents necessary to complete this transaction.

Meeting in regular session on May 5, 2011, the Board approved the recommendation presented at the April 12, 2011, Committee of the Whole that the Board accept the transfer of jurisdictional control of Olive Road (SR 290) from FDOT to Escambia County.

(THE TRANSFER AGREEMENT AND THE RESOLUTION WILL BE DISTRIBUTED UNDER SEPARATE COVER.)

24. Recommendation Concerning the Memorandums of Understanding for the Collective Bargaining Agreements between the Escambia County Board of County Commissioners, the Amalgamated Transit Union, and the Police Benevolent Association - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the Memorandums of Understanding (MOU) for the Collective Bargaining Agreements between the Escambia County Board of County Commissioners (BCC), the Amalgamated Transit Union (ATU) Local 1395, and the Police Benevolent Association (PBA), Locals 1247 & 1248, effective date July 11, 2011:

- A. Approve all eligible members of the bargaining unit to receive a recurring 3.1% wage increase to their base salary;
- B. Eliminate December 31, 2011, as a paid holiday; and
- C. Approve a 6% increase in the employees' contribution for the cost of medical insurance.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Approval of Amended and Extended Operating Agreement with Pensacola Care, Inc.

That the Board take the following action concerning the Amended and Extended Operating Agreement with Pensacola Care, Inc.:

A. Approve the Amended and Extended Operating Agreement with Pensacola Care, Inc. to allow it to continue for an additional year to occupy and operate an intermediate care facility for mentally retarded persons on property owned by Escambia County located at 1 Villa Drive; and

B. Adopt a resolution authorizing the Chairman to execute the Amended and Extended Operating Agreement.

2. Recommendation Concerning a Resolution Urging Tobacco Retailers to Stop the Sale and Marketing of Flavored Cigarettes in Escambia County

That the Board adopt a Resolution urging tobacco retailers to stop the sale and marketing of flavored cigarettes in Escambia County.

3. Recommendation Concerning Amending the Board's Approval of Robert Reiersen's Workers' Compensation Settlement

That the Board amend its March 17, 2011 approval of a washout workers' compensation settlement to former employee Robert Reiersen for the total sum of \$223,677. The Board agreed to fund \$82,875.29 of this settlement, with the remainder being paid by an excess insurance carrier. For purposes of effectuating the settlement, the Board needs to approve an expenditure of \$223,677. The excess carrier will then reimburse Escambia County for that portion of the settlement expenditure exceeding \$82,875.29.

4. Recommendation Concerning *Town of Repton, Alabama and Terri Carter, Mayor of Repton v. Conecuh County Commission and Conecuh Woods, LLC* (Case No. 21-CV-2011-900033.00, Conecuh County, AL Circuit Court).

That the Board take the following action concerning a resolution to participate in the litigation initiated by the Town of Repton and Mayor Carter concerning the Conecuh Woods 5,100 acre landfill:

- A. Adopt the attached resolution authorizing the participation in litigation to oppose the Conecuh Woods landfill; and
- B. Authorize the Office of the County Attorney to take the necessary steps to appear pro hoc vice in the litigation and to associate with local, Alabama counsel as required by the Alabama Rules of Procedure; and
- C. File the appropriate statutory notice with the Conecuh County Commission regarding the initiation of litigation against it.

II. For Information

1. Recommendation: That the Board accept the attached information concerning a Tolling Agreement Regarding Authorization to Pursue Reimbursement from Outside Workers' Compensation Counsel.

15. Items added to the agenda.
16. Announcements.
17. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-952

Proclamations Item #: 6.

BCC Regular Meeting

Meeting Date: 06/16/2011

Issue: Adoption of Proclamations

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

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

A. Ratify the Proclamation dated June 8, 2011, proclaiming Thursday, June 16, 2011, as "Dump the Pump Day" in Escambia County; and

B. Adopt the Proclamation commending and congratulating the University of West Florida Argonauts Baseball Team on their first National Baseball Championship and number one national ranking for all NCAA Division II schools.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, June 16, 2011, marks the "Sixth Annual National Dump the Pump Day" as a day that encourages people to ride public transportation to save money, protect the environment, reduce our dependence on foreign oil and improve the quality of life for all Americans; and

WHEREAS, public transportation is an important part of our nation's transportation system and provides citizens with options other than driving a car, and

WHEREAS, on average, people who ride public transportation can save over \$10,000 per year, based on today's gas prices, the cost of owning a car and the average unreserved parking rate; and

WHEREAS, for every \$1 invested in public transportation, \$4 is generated in economic returns; and

WHEREAS, public transportation use reduces the country's carbon footprint by 37 million metric tons, the equivalent of 4.9 million households using electricity in a year; and

WHEREAS, U.S. public transportation use saves 4.2 billion gallons of gasoline per year – the equivalent of 900,000 cars filling up every day; and

WHEREAS, public transportation use in 439 urban areas in the United States saved 785 million hours in travel time and 640 million gallons of fuel in 2009. Without public transportation, congestion costs would have risen by nearly \$19 billion; and

WHEREAS, by using public transportation, citizens save money, help the environment, reduce dependence on foreign oil and improve America's quality of life.

NOW, THEREFORE, BE IT PROCLAIMED, that the Escambia County Board of County Commissioners hereby proclaims Thursday, June 16, 2011, as

"DUMP THE PUMP DAY"

in Escambia County and encourages all citizens to participate by using public transportation at every opportunity.

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



Kevin W. White, Chairman
District Five

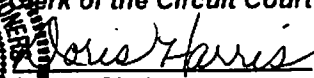
Wilson B. Robertson, Vice Chairman
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four



Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

June 8, 2011

PROCLAMATION

WHEREAS, the University of West Florida's baseball program began in 1981; and

WHEREAS, the University of West Florida's Baseball Team – the Argonauts have a 31-season record of 959-688-1; and

WHEREAS, the Argonauts were the Gulf South Conference East Division Champions in 2003, 2004, 2010 and 2011 and have appeared in the Gulf South Conference Tournament eight times; and

WHEREAS, the Argonauts were ranked number one nationally on April 4, 2011, and remained in the top spot for five straight weeks; and

WHEREAS, the Argonauts achieved a 52-win season and had the longest winning streak in school history at 22; and

WHEREAS, the University of West Florida hosted the NCAA Division II South Region Baseball Tournament for the first time in school history; and

WHEREAS, the Argonauts advanced to the NCAA Division II Baseball Championships in Cary, North Carolina; and

WHEREAS, the Argonauts were undefeated in the tournament, and on June 4, 2011, the Argonauts defeated Winona State with a 12 to 2 win.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, hereby commends and congratulates the University of West Florida Argonauts Baseball Team on their first National Baseball Championship and number one national ranking for all NCAA Division II schools and wishes continued success to the Universities of West Florida's Baseball Program in the future.

**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: June 16, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-942

Proclamations Item #: 7.

BCC Regular Meeting

Meeting Date: 06/16/2011

Issue: Adoption of Retirement Proclamations

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board adopt the following six Proclamations:

- A. The Proclamation commending and congratulating Bennie E. Britt, Animal Control Officer, Corrections Department, on his retirement after 33 years of service;
- B. The Proclamation commending and congratulating Timothy C. Ellis, Corrections Officer, Corrections Department, on his retirement after 12 years of service;
- C. The Proclamation commending and congratulating Russell A. Hoogland, Animal Control Officer, Corrections Department, on his retirement after 13 years of service;
- D. The Proclamation commending and congratulating Andrew P. Hudson, Corrections Officer, Corrections Department, on his retirement after 29 years of service;
- E. The Proclamation commending and congratulating Robert J. Jenkins, Corrections Officer, Corrections Department, on his retirement after 12 years of service; and
- F. The Proclamation commending and congratulating Larry L. Perritt, Equipment Operator II, Public Works Department, on his retirement after 6 years of service.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

061611 Retirement Proclamations

PROCLAMATION

WHEREAS, Bennie E. Britt worked as a County employee very faithfully for 33 years, retiring as an Animal Control Officer with the Corrections Department, Animal Control Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Bennie E. Britt on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Bennie E. Britt for 33 years of faithful and dedicated service as a County employee.

**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: June 16, 2011

PROCLAMATION

WHEREAS, Timothy C. Ellis worked as a County employee very faithfully for 12 years, retiring as a Corrections Officer with the Corrections Department, Road Prison Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Timothy C. Ellis on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Timothy C. Ellis for 12 years of faithful and dedicated service as a County employee.

**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: June 16, 2011

PROCLAMATION

WHEREAS, Russell A. Hoogland worked as a County employee very faithfully for 13 years, retiring as an Animal Control Officer with the Corrections Department, Animal Control Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Russell A. Hoogland on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Russell A. Hoogland for 13 years of faithful and dedicated service as a County employee.

**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: June 16, 2011

PROCLAMATION

WHEREAS, Robert J. Jenkins worked as a County employee very faithfully for 12 years, retiring as a Corrections Officer with the Corrections Department, Road Prison Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Robert J. Jenkins on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Robert J. Jenkins for 12 years of faithful and dedicated service as a County employee.

**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: June 16, 2011

PROCLAMATION

WHEREAS, Andrew P. Hudson worked as a County employee very faithfully for 29 years, retiring as a Corrections Officer with the Corrections Department , Road Prison Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Andrew P. Hudson on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Andrew P. Hudson for 29 years of faithful and dedicated service as a County employee.

**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: June 16, 2011

PROCLAMATION

WHEREAS, Larry L. Perritt worked as a County employee very faithfully for 6 years, retiring as an Equipment Operator II with the Public Works Department, Roads Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Larry L. Perritt on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Larry L. Perritt for 6 years of faithful and dedicated service as a County employee.

**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: June 16, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-946

Proclamations Item #: 8.

BCC Regular Meeting

Meeting Date: 06/16/2011

Issue: Years of Service Recognition - Carla S. Jones

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Carla S. Jones, Division Manager, Department of Community Affairs, for her dedication in 25 years of service to Escambia County.

BACKGROUND:

N/A

BUDGETARY IMPACT:

Minimal with funding available through Community Affairs Administration Cost Center 210401, Object Code 54931.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

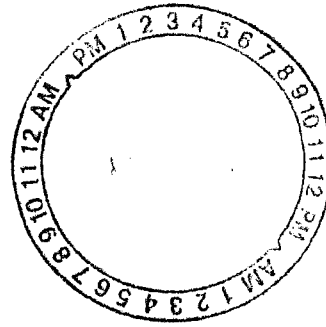
This recommendation is consistent with the Board's Goals and Objectives by the recognition and appreciation of the County's most valuable resource - its employees, and also with the BCC Policy, Years of Service Award Policy, Section II, C27.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs is responsible for program administration within the department.

Monday, May 9, 2011

Board of County of Commissioners
221 Palafox Street, Suite 400
Pensacola, Florida 32591



Scott and Donna Coile
113 Payne Road
Pensacola, Florida 32507

Dear Ms. Shirley Gafford:

I am writing to you about my property at 3917 Idlewood Drive, Pensacola, Florida.

As with most Floridians, hurricane Ivan destroyed our roof. At the time I was employed with Clark Site Contractors. I was the emergency contact for the City of Pensacola. We met the following Monday, Tuesday we mobilized every employee we were able to get in *contact with*. Our mission, to open and clear the streets to enable emergency vehicles' access to the neighborhoods. Our company worked 21 straight days. We continued to assist the city until their own forces were able to handle the rest of the clean up.

I am telling you this to show my main concerns were for the City as well as the public. I put my devastation of our home on the back burner.

When everything got back to a facsimile of normal, my wife and I contacted an architect. We met at our house to discuss our ideas. We wanted to get away from the typical Florida flat roofs. As we were working with the architect, Dave Jones, the mold and moisture became too bad and dangerous for us to remain in our home. We moved to our home in Lillian, Alabama. Shortly thereafter, we were to meet on site with Mr. Jones. Upon arrival at our home, we noticed a broken window in our door. We went inside and became heart broken, our beautiful home had been vandalized and destroyed inside with graffiti written everywhere. We called the Escambia County Sheriff Department. They dispatched a detective who was taken aback by the vandalism. We, my wife and I, rented a dumpster and with a bunch of friends who came over and we all spent an entire weekend to clean up our home. Guess what, someone had stolen our boards we used to board the broken windows. Every week, someone had stolen, stripped or vandalized something else. Code Enforcement was involved by now, I would like to state at this time Officer Baily did a great job of doing her job. She was extremely sorry about what was happening to us, but did her job with compassion. She personally felt sorry because she saw the beauty of the home, with its antique wooden floors and walls.

The vandals had stolen everything they could get their hands on, even tearing the wooden walls down to get the wiring, they even had stolen our kitchen sink. We finally gave up and asked Richard Clark to tear our house down, or we were being placed with fines from Code Enforcement.

October 25, 2008 our son, my wife's 1st born and only biological son, was tragically killed by a drunk driver. The economy crashed, we lost our home in Lillian, we lost our business. I almost lost my wife due to the tragedies and then the death of her baby boy. He was a grown man yet always remained a mother's baby. We left town for a couple of reasons, one I had to give my wife some peace, two, no work nor monies. We stayed out of touch for a year or so. We really had no other choice. Thank God for his calming peace and for a few good friends.

We now are doing better. The lost will not become less painful but we have gotten better with dealing with it. We came back to Pensacola, and rented a house close to our son's small children at the time ages 7mths and the other 2ys.

Our desire now is to rebuild our home where we had so many happy memories. My wife is finally ready to go home. This is why I am writing this letter.

When we got an address, we received a letter from Escambia County informing us of the lien placed on our property. I understand being obligated to repay the county for its hard costs. We would like to request the commissioners to give us some relief on the additional fines. We are again working with our architect Dave Jones. This time for more than a roof. I just want to take my wife home.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Scott Coile', with a long horizontal line extending to the right from the end of the signature.

A. Scott Coile



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Corrections Bureau
FROM: Gordon Pike, Bureau Chief
DATE: May 25, 2011
ISSUE: Environmental (Code) Enforcement Lien Relief – 3917 Idlewood Drive

RECOMMENDATION:

That the Board review and consider lien relief request made by Mr. and Mrs. Scott Coile against property located at 3917 Idlewood Drive.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the following request for forgiveness of Liens, staff made the determination that the request **does** fall within the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

County Administrator, Charles R. "Randy" Oliver sent the owners a letter stating their request was denied in accordance with Section III, H2, of the Escambia County Board of County Commissioner Policy Manual. The letter was dated May 17, 2011.

BACKGROUND:

November 3, 2006 the Office of Environmental Enforcement received a complaint on 3917 Idlewood Drive for overgrowth, trash and inoperable vehicle. Upon inspection the structure was also found to be in violation. Notice of violation was issued to owners via regular and certified mail. Notice of violation was received by Donna Coile on 3/22/07.

Owner failed to abate violations and a hearing was scheduled for 9/11/07. Owners were sent notice of hearing via regular and regular mail. Notice of hearing was received by Scott Coile.

BCC: 06-16-2011
RE: Environmental Enforcement Lien Relief-3917 Idlewood Drive
Date: May 25, 2011
Page 2 of 3

Hearing was held on 09/11/07 and owners were found to be in violation. Fines were assessed at \$25.00 per day starting 3/12/08 if violations are not abated. \$1,100.00 court cost was awarded to the county.

April 23, 2008 The Office of Environmental Enforcement received a letter from Mr. Coile requesting a hearing to contest the cost of demolition.

Hearing was held on July 24, 2008. A continuance order was issued and rescheduled hearing to August 5, 2008. Mr. Coile didn't appear at hearing. Special Magistrate ordered county to return to original order.

April 14, 2009 property was abated by county at a cost of \$2,596.00. Court cost of \$1,100.00 was awarded to Escambia County and daily fines were a total of \$9,950.00. Total amount of lien is \$13,646.00.

Second complaint was received on September 18, 2009 for overgrowth, trash and debris. Notices were sent and returned marked "Forwarding time expired""Return to sender". Property posted with copy of notice of violation.

Property was cited under Summary Abatement and cleaned by the county on August 18, 2010 for the amount of \$2,150.00 and Administration cost of \$18.50, total lien amount \$2,168.50.

Attached is a copy of their letter along with the bullets from the case files.

BUGETARY IMPACT:

The itemized costs shown in the code enforcement for 1st lien:

	<u>Cost</u>
A. Administrative Cost:	\$1,100.00
B. Daily Fines: (03/12/08 – 04/14/09)	\$9,950.00
C. County Abatement	<u>\$2,596.00</u>
 TOTAL	 \$13,646.00

BCC: 06-16-2011
RE: Environmental Enforcement Lien Relief-3917 Idlewood Drive
Date: May 25, 2011
Page 3 of 3

The itemized costs shown in code enforcement for 2nd lien:

	<u>Cost</u>
A. Administrative Cost:	\$18.50
B. Abatement Cost:	<u>\$2,150.00</u>
 TOTAL	 \$2,168.50

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

N/A

IMPLEMENTATION REQUIREMENTS:

N/A

COORDINATION WITH OTHER AGENCIES/PERSONS:

Upon execution, the release will be sent to the Escambia County Clerks of the Court for recording.

CONCUR: Charles R. Oliver 6/10/11
Charles R. "Randy" Oliver

County Administrator



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 3917 Idlewood
Property Owner: Alan S. Coile
Original Complaint: Overgrowth , trash and inoperable vehicle
EE Case #: CE06110071

- 11/03/06 Received complaint for trash, overgrowth and inoperable vehicle.
- 11/03/06 Officer investigated complaint and observed trash, debris, overgrowth, inoperable vehicle and dilapidated house.
- 12/15/06 Officer had inoperable vehicle towed.
- 12/22/06 Notice of violation mailed regular mail.
- 03/16/07 Notice of violation sent certified mail and regular mail on 3/22/07 and signed for by Donna Raybon.
- 03/30/07 Reinspection conducted. Owner pulled demolition permit and has dumpster on site.
- 06/30/07 No progress
- 08/28/07 Special Magistrate Hearing set for 9/11/07.
- 08/28/07 Notice of Hearing was mailed to owner certified mail and regular mail. Notice of Hearing was received on September 9, 2007 by Scott Coile.
- 09/11/07 Hearing held. Owner found to be in violation. County awarded \$1,100.00 court cost. \$25.00 per day fines starting 03/12/08.
- 09/12/07 Copy of Order mailed certified and regular mailed. Order received on September 18, 2007 and signed for by Donna Raybon.
- 03/08/08 Reinspection conducted. Officer filed Affidavit of Non-compliance. Violations remained.
- 04/10/08 Final Notice Prior to Demolition was sent certified mail to owner. Final Notice was also sent regular mail.
- 05/12/08 Certified Notice was returned marked "Unclaimed".
- 04/23/08 Office of Environmental Enforcement received a letter from Scott Coile requesting a hearing to contest the cost of demolition.
- 05/01/08 Notice of Hearing was sent certified and regular mail. Hearing date was set for May 15, 2008. Notice of Hearing was received on 05/03/08 and signed for by Amber Collins.
- 05/15/08 Hearing rescheduled to July 24, 2008.
- 05/22/08 Copy of continuance sent to owner certified and regular mail.
- 06/02/08 Certified mailed received on 05/27/08 by Amber Collins.
- 07/16/08 Amended Continuance Order issued and rescheduled to 08/05/08.
- 07/17/08 Copy of Amended Continuance Order sent certified and regular mail.

- **08/05/08** **Photos in file reflex house was demolished but debris remained.**
- **10/09/08** **Final Notice Prior to Demolition certified and regular mail. Letter returned marked "Unclaimed".**
- **06/09/09** **Certification of Cost was signed by Special Magistrate.**

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Fines (\$25.00 per day 03/12/08-04/14/09)	\$9,950.00
County Abatement Fees	<u>\$2,596.00</u>
TOTAL	\$13,646.00

This amount does not include the Clerk's recording fees or interest.



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 3917 Idlewood
Property Owner: Alan S. Coile
Original Complaint: Overgrowth , trash and debris
EE Case #: CE090906295

- 09/18/09 Received complaint on property for overgrowth, trash and debris. Owner was cited under the Summary Abatement Ordinance.
- 09/18/09 Notice of Violation was sent certified and regular mail. Certified letter returned marked "Forwarding time expired, return to sender".
- 08/18/10 Property was abated by county in the amount of \$2,150.00, administration cost was \$18.50 with a total of \$2,168.50. Lien was recorded in Official Records in OR Book 6639 and Page 1241.

Lien amount	<u>Cost</u>
Abatement Cost:	\$2,150.00
Administration Cost:	<u>\$18.50</u>
TOTAL	\$2,168.50

This amount does not include the Clerk's recording fees or interest.

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
6708 Plantation Rd.
Pensacola, FL 32504
(850) 471-6160

CE090906295

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2010062974 09/27/2010 at 11:44 AM
OFF REC BK: 6639 PG: 1241 - 1242 Doc Type: NAL
RECORDING: \$18.50

NOTICE OF LIEN
(Nuisance Abatement)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by Alan S Coile located at 3917 Idlewood Dr. and more particularly described as:

PR#342S300260000002

BEG AT SE COR OF SEC S 73 DEG 30 MIN 0 SEC W ALG S LI OF SEC 1980 FT FOR POB N 16 DEG 30 MIN 0 SEC W 27 FT S 73 DEG 30 MIN 0 SEC W 144 17/100 FT S 16 DEG 30 MIN 0 SEC E 27 FT TO S LI OF SEC N 73 DEG 30 MIN 0 SEC E 144 17/100 FT TO POB AND BEG AT SE COR OF SEC S 73 DEG 30 MIN W ALG S LI OF SEC (ALSO N LI OF SEC 38) 1980 FT FOR POB S 90 DEG 160 FT W 90 DEG 144 17/100 FT N 90 DEG 160 FT TO N LI OF SEC 34 N 73 DEG 30 MIN E 144 17/100 FT TO POB PLAT DB 128 P 575 OR 5898 P 522 CA 159

A field investigation by the Office of Environmental Enforcement was conducted on July 20, 2010 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(a), (b) and (d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	\$2,150.00
Administrative costs	<u>\$ 18.50</u>
Total	\$2,168.50

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official

records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 20th day of September 2010 by the Acting Interim County Administrator as authorized by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY, FLORIDA

Witness [Signature]
Print Name Lisa Miller

Witness [Signature]
Print Name Kelly L Cooke

[Signature]
By: Joy D Blackmon, P.E.,
Acting Interim County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

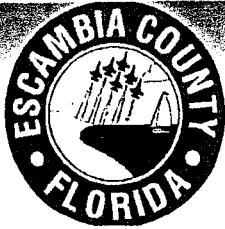
The foregoing instrument was acknowledged before me this 20th day of September, 2010, Joy D. Blackmon, P.E., as Acting Interim County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. She is personally known to me, or has produced current _____ as identification.

Kelly L. Cooke
Commission No.: EE3963
Notary ID No.: 840051
Expires: 08/02/14

(Notary Seal)

[Signature]
Signature of Notary Public

Kelly L Cooke
Printed Name of Notary Public



Board of County Commissioners • Escambia County, Florida

Charles R. "Randy" Oliver
County Administrator

May 17, 2011

Scott and Donna Coile
113 Payne Road
Pensacola, FL 32591

Re: Your Request for Relief from a County Code Enforcement Lien Against Property
Located at 3917 Idlewood Drive, Pensacola, Florida

Dear Mr. & Mrs. Coile:

In accordance with Section III, H2, of the Escambia County Board of County Commissioners Policy Manual, I have reviewed your request for relief from the County code enforcement lien described in your letter dated May 9, 2011. Regrettably, I must deny your request for relief for the following reason:

- In accordance with Section III, H2., A.2., relief is not available to the violator and/or owner named in the code enforcement lien.

If you have any questions or require any additional information, please contact Gordon Pike, Department Director, Code Enforcement, or Sandra Slay, Division Manager, Code Enforcement, at 471-6162.

Very truly yours,

Charles R. Oliver

Charles R. "Randy" Oliver
County Administrator

cc: Gordon Pike, Department Director, Code Enforcement
Sandra Slay, Division Manager, Code Enforcement



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-928

Public Hearings Item #: 11.

BCC Regular Meeting

Meeting Date: 06/16/2011

Issue: 5:31 p.m. Public Hearing - Rate Resolution - Fire MSBU

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing concerning approval of a Rate Resolution increasing the assessment in the Fire MSBU on all properties in the unincorporated areas of Escambia County, with the exception of Santa Rosa Island.

Recommendation: That the Board take the following action:

A. Adopt the Resolution increasing the assessment in the Fire MSBU for all properties in the unincorporated areas of Escambia County, with the exception of Santa Rosa Island, as follows:

- From \$75 to \$80 per residential unit effective October 1, 2011
- From \$80 to \$85 per residential unit effective October 1, 2012
- From \$.034 per square foot to \$.04 per square foot with a minimum assessment of \$80 effective October 1, 2011 on commercial properties and a minimum assessment of \$85 effective October 1, 2012
- From \$9.88 per unit plus \$.03 per acre to \$11.00 per unit plus \$.03 per acre effective October 1, 2011

B. Schedule a Public Hearing for 5:02 p.m. on September 13, 2011, to adopt the assessment roll.

BACKGROUND:

In FY 2002 the Board increased the Fire MSBU rate to its current level with a minor revision in 2009. This increase will result in an estimated \$820,000 in the first year and an additional \$520,000 in the second year for a total increase of about \$1,340,000 over 2 years. These funds will be used to replace the funds received from the SAFER grant and to maintain the current level of service for Fire/Rescue services. The SAFER grant funds were used to hire an additional 12 firefighters.

BUDGETARY IMPACT:

See Above

LEGAL CONSIDERATIONS/SIGN-OFF:

Rate resolution approved by the County Attorney's office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Once this Resolution is adopted the County will send via first class mail a notice to every affected property owner in the County at a cost of approximately \$50,000. This notice will tell the property owner the specific affect to their property, and give them the date, time and place of the public hearing to adopt the assessment roll should they wish to attend and give input on this subject.

On September 13, 2011 the Board will meet to consider approving the final assessment roll at a public hearing. Once the assessment roll is approved, the Tax Collector will include this new rate on the regular property tax bill.

Attachments

2003 Rate Resolution

2009 Rate Resolution

2011 Rate Resolution

6-24-03 5:41 PM

Verified By:
D. Penner
Date: 6-26-03

RESOLUTION R2003-71

A RESOLUTION OF ESCAMBIA COUNTY FLORIDA PROVIDING FOR ASSESSMENT CATEGORIES OF LANDS LOCATED IN THE ESCAMBIA COUNTY FIRE PROTECTION DISTRICT ESTABLISHED BY ORDINANCE NO. 96-13 WITH THE EXCEPTION OF SANTA ROSA ISLAND; IDENTIFYING SPECIAL BENEFITS FROM THE IMPOSITION OF A NON-AD VALOREM SPECIAL ASSESSMENT FOR FIRE PROTECTION SERVICES AND PROVIDING LEGISLATIVE FINDINGS IN SUPPORT OF AND A FORMULA TO FAIRLY AND REASONABLY APPORTION THE BUDGETED COSTS OF FIRE PROTECTION SERVICES AMONG THE SPECIALLY BENEFITTED LANDS IN THE DISTRICT PURSUANT TO SECTIONS 50-151 AND 50-152 OF ARTICLE IV OF CHAPTER 50 OF THE CODE OF ORDINANCES OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners ("Board") established by Ordinance 96-13, a municipal service benefit unit known as the Escambia County Fire Protection District ("District"), which includes all lands located within the unincorporated area of Escambia County, Florida (except on Santa Rosa Island) and may also include lands located in the Town of Century upon consent of the Town of Century Council evidenced in an ordinance;

WHEREAS, the purpose of said municipal service benefit unit is to provide, operate and maintain fire protection services to, in and on lands located in the District, which are specially benefitted by fire protection services;

WHEREAS, the Board has established a level of fire protection service to be provided, operated and maintained and has estimated the cost of fire protection service during the 2003-2004 fiscal year as required by law;

WHEREAS, the Board has made findings of the special benefit received by real property located in the District, and adopt a formula to fairly and reasonably apportion the budgeted costs for fire protection services among specially benefitted lands in the District.

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

Section 1. The following findings are true and are adopted by the Board of County Commissioners

A. Public protection classification of real property without the special benefit of fire protection services financed by fire special assessments would be rated a Class 10 by the Insurance Services Office. A Class 10 rating limits a property owner's ability to obtain residential and commercial insurance from a variety of sources at a competitive price. (See Attachment II). Therefore, real property not specially benefitted by fire protection services would be rated Class 10 and pay higher cost of insurance as estimated on the table in Attachment III.

B. Real Property is specially benefitted by the availability of fire protection has a higher market value, higher income potential, greater use, decreased potential for loss of capital investment and an increased potential for securing capital financing than would lands that are not provided fire protection services. (See Attachment IV and V)

C. In the event a fire occurs, the nearby volunteer fire department will have the equipment needed to extinguish the blaze on a parcel of specially benefitted real property.

D. In addition, "Residential Property," as defined, in Section 2 of this Resolution, is specially benefitted by its ability to satisfy a property owner's basic family needs such as shelter and security.

E. "Commercial Property," as defined in Section 2 of this Resolution, is specially benefitted due to its ability to avoid interruption of commercial business operation.

F. Specially benefitted real property located in the District can be categorized for purposes of calculation of the "special benefit" received into the categories identified in Section 2 of this Resolution. The special benefits received are equal to or are in excess of the cost of service.

G. Properties used exclusively for roads or roadways and unique properties less than 875 square feet and properties with an assessed value of \$100 or less fall into a zero assessment category since there is no special benefit from fire protection services to these parcels. These parcels are considered "nuisance property" or are not large enough to have a structure built upon according to Escambia County Planning and Zoning.

H. The cost of providing fire protection service to Residential Property is consistent throughout the District and the special benefit of fire protection services is uniform for all categories of Residential Property.

I. The cost allocation of the special benefit to Commercial Property is in direct proportion to the size of commercial structures located on the real property since the cost of providing fire protection service for commercial customers is greater for larger structure due to the increase in fire equipment and operating costs required to provide fire protection services to large structures and avoidance of damage to nearby property.

J. The cost allocation of the special benefit received by "Unimproved Property," as defined in Section 2 of this Resolution, for the enhanced availability of fire protection service is in proportion to the size of the Unimproved Property as measured by acreage due to the increase in fire equipment and operating costs required to provide fire protection services to Unimproved Property plus a base cost for minimum cost to provide fire protection response per parcel.

L. Real Properties exempt from the levy of the non-ad valorem special assessment for fire protection services under Section 50-152 of the Ordinance are not included in the apportionment methodology.

M. Real Property as defined in Section 2(B)(14) as "Commercial Service Property - Privately Owned Fire Department or Privately Owned Private Fire Service" are not included in the apportionment methodology since they do not specially benefit from the services provided within the District as these services are provided through their privately owned fire department or privately owned fire service.

N. The Board hereby finds that all notice and other requirements of Section 197.3632, Florida Statutes (2002) required as of the date of the adoption of this Resolution have been complied with or completed.

Section 2. The Board of County Commissioners hereby adopts the following Assessment Categories

(A) Residential Property.

Residential Property shall include all real property, described below or upon which, the described structures are located:

(1) "Single-Family Detached Homes" shall mean a building(s) on an individual lot except a detached house on a lot less than 50 feet wide, such as zero lot line home, which is designed for occupancy by a single family or individual.

(2) "Multi-Family Dwelling Units" shall mean a building(s) or a portion of a building(s), regardless of ownership, containing more than one dwelling units designed for occupancy by a single family or individual, which units are not customarily offered for rent for less than one day, and shall include apartments and

condominiums as herein defined.

(3) "Apartments" shall mean a rental dwelling unit(s) located within the same building and other dwelling units.

(4) "Condominiums" shall mean a single-family or time-sharing ownership unit(s) that has a least one other similar unit within the same building structure. "Condominiums" includes all fee-simple or titled multi-unit structures, including townhouses and duplexes. "Condominiums" shall include Single-Family Detached Homes on lots less than 50 feet wide, such as zero-lot line homes.

(5) "Mobile Homes" shall mean fabricated structure(s) used primarily for the occupancy by a single family or individual and is able to be relocated from site to site. Mobile Homes includes all mobile homes located on real property owned by the owner of the mobile home or property made available for rent to a mobile home.

(6) "Other Residential Property" shall mean any other property classified as residential under the Florida Administrative Code 12-D-8.008 (2)(c), which is not specifically detailed above.

(B) Commercial Property.

Commercial Property shall include all real property, described below or upon which the described structures are located:

(1) "Amusement Parks" shall mean a park(s) containing amusement rides, water slides or wading pools.

(2) "Banks" shall mean a financial institution(s) in a free standing building with its own parking lot(s) or drive-in windows.

(3) "Church/Civic" shall mean a structure(s) used primarily by a group of individuals for the practice of religion or the profession of faith, civic and social clubs.

(4) "Convenience Markets" shall mean a facility(s) typically open from 15 to 24 hours daily selling primarily a limited assortment of food, food preparation and wrapping materials household cleaning and servicing items, and/or fuel for motor vehicles.

(5) "Hotels" shall mean a structure for lodging, primarily providing sleeping accommodations, but also facilities such as restaurants, cocktail lounges, meeting and banquet rooms and other retail and service shops, which caters to the tourist and convention business and are located within the structure.

- (6) "Laundromats" shall mean a place(s) which provides for the washing or cleaning of articles of clothing, regardless if such services are provided by the customer themselves or by an employee of the establishment.
- (7) "Motels" shall mean a place(s) with lodging offering only sleeping accommodations and possibly a restaurant.
- (8) "Offices" shall mean a building(s) housing one or more tenants where the affairs of a business, commercial or industrial organization, professional person or firm are conducted.
- (9) "Restaurants" shall mean an eating place(s) with indoor service and places for customers to sit while consuming their meals or refreshment stands of a temporary or permanent nature.
- (10) "Retail Shops" shall mean a store(s) or shop(s) which sell goods, products or materials to the public.
- (11) "Service Stations" shall mean a structure(s) primarily designed for dispensing fuel to motor vehicles, and may also provide maintenance and repair services.
- (12) "Supermarkets" shall mean a retail store(s) selling an assortment of food, food preparation and wrapping materials and household cleaning and servicing items, but are usually open less than 14 hours per day.
- (13) "Industrial" shall mean a structure(s) not included in any of the above definitions, which is used primarily for the fabrication of a commercial product(s) for wholesale distribution.
- (14) "Commercial Service Property - Privately Owned Fire Department or Privately Owned Private Fire Service" shall mean "Real Property, which is classified as commercial by the records of the Property Appraiser's Office or is currently in actual commercial use and contains a Privately Owned Fire Department or Privately Owned Fire Service, as herein defined. Commercial Property with a Privately Owned Fire Department or Privately Owned Fire Service are exempt from the special Assessments levied under this Resolution. Fire Department or Fire Service as used in this Section shall mean a department which is solely dedicated to the fighting of fires on, in or within the boundaries of the entities property. Said department will consist of a minimum of ten (10) professionally trained individuals who have completed the necessary training courses in order to be certified by the National Fire Protection Association. Further, said department shall have all of the necessary equipment, vehicles, tools, etc., which are required in order to fight any type of fire that may occur within the real property.

(15) "Other Commercial Property" shall mean any real property included under the Florida Administrative Code 12-D-8.008 (2)(c) for commercial, industrial, or institutional which is not specifically defined above.

(C) Unimproved Property.

Unimproved Property shall mean vacant real property within the District which is classified under the Florida Administrative Code 12-D-8.008 (2)(c) as vacant residential, vacant commercial, vacant industrial, vacant institutional, non-agricultural or agricultural.

(D) Zero Assessment Property.

A zero assessment property shall mean real property classified by the Property Appraiser's Office with a unique Property Reference Number where the exclusive use of the property is for roads or roadways, or where the property is less than 875 square feet, or where the assessed value of the parcel is \$100 or less.

Section 3. The Board of County Commissioners hereby adopts the Apportionment Method

The formula to be used to fairly and reasonably apportion budgeted costs for fire protection services among special benefitted lands in the District shall be based on a weighted average of the cost of equipment necessary to respond to commercial fires versus residential fires and the percentage of calls for fire protection service in each of the categories of real property located in the District compared to the total calls for fire protection service for the most recently completed three fiscal years prior to the adoption of this Resolution and the cost of providing service to each class. Fire protection calls for service are detailed by call type in Attachment I of this Resolution. The cost to be allocated to the categories of real property located in the District shall be based on the total funding requirement for providing service to each category within the District for fiscal year 2003/2004 in accordance with the Board's legislative findings.

The following is a schedule of the percentage of total calls for service in each Assessment Category in FY 1999/2000, FY 2000/2001, FY 2001/2002 and the average percentage over the three prior fiscal years:

<u>Assessment Category</u>	<u>FY 1999/00 % of Service</u>	<u>FY 2000/01 % of Service</u>	<u>FY 2001/02 % of Service</u>	<u>Average of % of Service</u>	<u>Weighted Average</u>
Residential	85.05%	86.00%	80.68%	83.91%	78.67%
Commercial	11.68%	11.81%	16.44%	13.31%	18.72%

Unimproved	3.27%	2.19%	2.89%	2.78%	2.61%
Zero Assessment	N/A	N/A	N/A	N/A	N/A

The following are costs for service for each Assessment Category for fiscal year 2003/2004.

Assessment Category	Percentage	Cost of Service
Residential	78.67%	6,651,698
Commercial	18.72%	1,582,662
Unimproved Property	2.61%	220,640
Zero Assessment	0.00%	0

The following is a schedule of rates per unit for each Assessment Category:

Assessment Category	Cost of Service	Units of Assessment	Rate Per Unit
Residential	6,651,698	88,693 dwelling units	\$75.00/Unit
Commercial	1,582,662	46,533,568 Square Feet	\$0.0340/Sq. Ft.
Unimproved Property	220,640	265,549 Acres	\$9.88 Per Parcel Plus \$0.03/Acre
Zero Assessment	<u>0</u> \$8,455,000	N/A	\$0 Per Parcel

Section 4. Appeals

Section 50-154 of the Code of Ordinances provides for an appeal process in the event that any property owner contests the amount of the non-ad valorem fire special assessment levied upon land located in the District. The Board of County Commissioners hereby establish a fee of \$20.00 for commercial and residential properties and \$10.00 for vacant properties as an administrative fee for processing of a Petition for Fire Special Assessment Review. This administrative fee may be refunded, subject to the approval of the Board, if the petition is determined to be meritorious and the assessment was incorrectly calculated by County Staff.

Section 5. Annual Assessment Imposed.

In order to impose non-ad valorem fire special assessments under the provisions of Ordinance 99-31, the Board of County Commissioners hereby adopts the Assessment Categories, the cost of service and the Apportionment Method for funding fire protection services for fiscal year 2003/2004 stated herein. The Board of County Commissioners intends to collect FY 2003-2004 non-ad

valorem special assessments for fire protection using the uniform method as authorized in Section 197.3632, Florida Statutes. However, in the event the Tax Collector refuses to place the non-ad valorem special assessments for fire protection on the property tax roll the Board of County Commissioners authorizes the County Administrator or his designee to direct the Clerk of the Circuit Court to prepare a non-ad valorem special assessment roll and to provide fire non-ad valorem assessment bills by first class mail to the owner of each affected parcel of real property on or about November 1, 2003. Due to the administrative cost required to process bills and liens, the Board of County Commissioners authorize not mailing bills less than \$10 and not filing liens less than \$25.

The assessment date for the non-ad valorem special assessment for fire protection shall be October 1, 2003. The assessment shall be payable upon mailing the assessment bill to the property owner and shall be delinquent if not paid before March 31, 2004.

Section 6. Severability

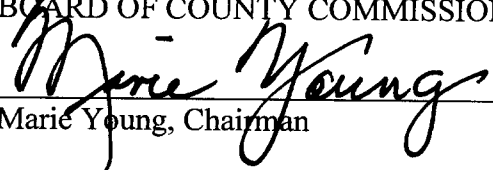
If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 7. Effective Dates

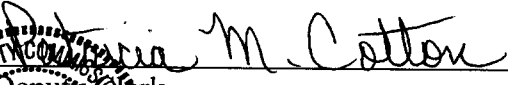
This Resolution shall be effective upon adoption by the Board.

DONE AND ADOPTED this 24th day of June, 2003.

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


Marie Young, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court


Patricia M. Cotton
Deputy Clerk



Approved: 6-24-03

ATTACHMENT I
 FIRE PROTECTION CALLS FOR SERVICE
 FISCAL YEAR 2001/2002
 C=COMMERCIAL R=RESIDENTIAL A = AGRICULTURAL

06/24/03

TYPE	CATEGORY	NUMBER	PERCENTAGE OF TOTAL
BRUSH FIRES	A	401	2.89%
BILLABLE ALARM	C	55	0.40%
GAS LEAKS	C	166	1.20%
FIRE ALARMS	C	1363	9.81%
POWER LINES DOWN	C	184	1.32%
TRAIN DERAILMENT	C	2	0.01%
HELICOPTER STANDBY	C	57	0.41%
DUMPSTER FIRE	C	32	0.23%
COMMERCIAL FIRES	C	300	2.16%
HAZARDOUS MATERIAL	C	9	0.06%
MISCELLANEOUS	C	32	0.23%
TRANSFORMER FIRE	C	82	0.59%
WASH DOWN	C	1	0.01%
MISCELLANEOUS	R	237	1.71%
SMOKE INVESTIGATION	R	129	0.93%
VEHICLE FIRES	R	356	2.56%
MEDICAL EMERGENCY	R	7790	56.08%
FUEL SPILLS	R	111	0.80%
BOATER IN TROUBLE	R	69	0.50%
EXTRICATION	R	185	1.33%
STRUCTURE FIRES	R	647	4.66%
TRASH FIRES	R	420	3.02%
WEATHER RELATED	R	18	0.13%
AVIATION ACCIDENT/SB	R	14	0.10%
PUBLIC ASSISTANCE	R	824	5.93%
MANPOWER ASSIST	R	406	2.92%
		13,890	100.00%

RESIDENTIAL =	80.68%
COMMERCIAL =	16.44%
AGRICULTURAL =	2.89%
G/T	100.00%

FIRE PROTECTION CALLS FOR SERVICE
 FISCAL YEAR 2000/2001
 C=COMMERCIAL R=RESIDENTIAL A=AGRICULTURAL

RESPONSE TYPE	CALL CATEGORY	TOTAL CALLS	% OF TOTAL
BRUSH FIRES	A	388	2.19%
BILLABLE ALARM	C	20	0.11%
COMMERCIAL FIRES	C	290	1.64%
DUMPSTER FIRE	C	42	0.24%
FIRE ALARMS	C	1,157	6.53%
FUEL SPILLS	C	99	0.56%
GAS LEAKS	C	199	1.12%
HAZARDOUS MATERIAL	C	5	0.03%
MISCELLANEOUS	C	36	0.20%
POWER LINES DOWN	C	147	0.83%
SPECIAL DETAIL	C	15	0.08%
SPRINKLER ALARM	C	20	0.11%
TRAIN DERAILMENT	C	1	0.01%
TRANSFORMER FIRE	C	59	0.33%
WASH DOWN	C	3	0.02%
MEDICAL EMERGENCY	R	9,008	50.84%
AUTOMOBILE ACCIDENT	R	2,846	16.06%
AVIATION ACCIDENT/SB	R	8	0.05%
BOATER IN TROUBLE	R	63	0.36%
EXTRICATION	R	190	1.07%
HELICOPTER STANDBY	R	49	0.28%
MANPOWER ASSIST	R	348	1.96%
MISCELLANEOUS	R	261	1.47%
PUBLIC ASSISTANCE	R	804	4.54%
SMOKE INVESTIGATION	R	178	1.00%
SPECIAL DETAIL	R	108	0.61%
STRUCTURE FIRES	R	680	3.84%
TRASH FIRES	R	290	1.64%
VEHICLE FIRES	R	401	2.26%
WEATHER RELATED	R	5	0.03%
		17,720	100.00%

AGRICULTURAL=	2.19%
COMMERCIAL	11.81%
RESIDENTIAL	86.00%
G/T	100.00%

1. Mutual Aid equaled 123 Calls - this was deleted since it is support to areas outside of Escambia County, Florida
2. Changed Helicopter Stand-by to Residential
3. Split "Special Detail" & Miscellaneous between Residential and Commercial. 12% Comm & 88% Residential
4. Changed Fuel Spills to Commercial.
5. Deleted Unknown - 1

FIRE PROTECTION CALLS FOR SERVICE
FISCAL YEAR 1999/2000
C=COMMERCIAL R=RESIDENTIAL A=AGRICULTURAL

RESPONSE TYPE	CALL CATEGORY	TOTAL CALLS	% OF TOTAL
BRUSH FIRES	A	547	3.28%
BILLABLE ALARM	C	29	0.17%
COMMERCIAL FIRES	C	266	1.59%
DUMPSTER FIRE	C	35	0.21%
FIRE ALARMS	C	1,045	6.26%
FIRE STAND-BY	C	3	0.02%
FUEL SPILLS	C	113	0.68%
GAS LEAKS	C	171	1.02%
HAZARDOUS MATERIAL	C	4	0.02%
MISCELLANEOUS	C	39	0.23%
POWER LINES DOWN	C	147	0.88%
SPECIAL DETAIL	C	17	0.10%
SPRINKLER ALARM	C	7	0.04%
TRANSFORMER FIRE	C	71	0.43%
WASH DOWN	C	3	0.02%
AUTOMOBILE ACCIDENT	R	2,888	17.30%
AVIATION ACCIDENT/SB	R	27	0.16%
BOATER IN TROUBLE	R	59	0.35%
EXTRICATION	R	194	1.16%
HELICOPTER STANDBY	R	47	0.28%
MANPOWER ASSIST	R	292	1.75%
MEDICAL EMERGENCY	R	8,051	48.23%
MISCELLANEOUS	R	285	1.71%
PUBLIC ASSISTANCE	R	677	4.06%
SMOKE INVESTIGATION	R	146	0.87%
SPECIAL DETAIL	R	121	0.73%
STRUCTURE FIRES	R	611	3.66%
TRASH FIRES	R	372	2.23%
VEHICLE FIRES	R	412	2.47%
WEATHER RELATED	R	15	0.09%
		16,694	100.00%

AGRICULTURAL=	3.28%
COMMERCIAL	11.68%
RESIDENTIAL	85.05%
G/T	100.00%

1. Mutual Aid equaled 93 Calls - this was deleted since it is support to areas outside of Escambia County, Florida
2. Changed Helicopter Stand-by to Residential
3. Split "Special Detail" & Miscellaneous between Residential and Commercial. 12% Comm & 88% Residential
4. Changed Fuel Spills to Commercial.

FIRE SUPPRESSION RATING SCHEDULE



INSURANCE SERVICES OFFICE

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The purpose of this Schedule is to review the available public fire suppression facilities, and to develop a Public Protection Classification for fire insurance rating purposes.

101. SCOPE:

The Schedule measures the major elements of a city's fire suppression system. These measurements are then developed into a Public Protection Classification number on a relative scale from 1 to 10, with 10 representing less than the minimum recognized protection.

The Schedule is a fire insurance rating tool, and is not intended to analyze all aspects of a comprehensive public fire protection program. It should not be used for purposes other than insurance rating.

102. PUBLIC PROTECTION CLASSIFICATION:

The Public Protection Classifications developed by this Schedule are only one of several elements used to develop fire insurance rates for individual properties. Other features specifically relating to individual properties such as construction, occupancy, processing hazards, exposures and private fire protection have similar importance in the development of fire insurance rates.

103. CITY:

The word "city" is used in this Schedule in a broad sense to include cities, towns, villages, districts, counties, or other civil jurisdictions.

104. FORMAT:

This Schedule consists of 2 major sections:

I. Public Fire Suppression:

This section develops a Public Protection Classification for all class-rated properties, and for specifically rated properties with a Needed Fire Flow of 3500 gpm or less (Items 300 to 701).

II. Individual Property Fire Suppression:

This section develops Public Protection Classifications for specifically-rated properties which have a Needed Fire Flow greater than 3500 gpm (Items 900 to 1211).

105. CALCULATIONS:

Whenever in this Schedule it is necessary to prorate credits, or to make any calculation using less than a whole percent or point, the following rules shall apply unless otherwise directed.

- A. All calculations which result in a 3 or more decimal place figure shall be rounded to a 2 decimal place figure, promoting 0.005 or more, and dropping 0.004 or less (e.g., 12.544; = 12.54; 12.555 = 12.56).
- B. All calculations using points shall be rounded to the nearest whole number, promoting 0.5 points or more, and dropping 0.4 points or less (e.g., 12.4 points = 12 points; 12.5 points = 13 points).

106. MINIMUM FACILITIES FOR APPLYING THIS SCHEDULE:

In order to develop a Public Protection Classification other than Class 10 the following minimum facilities must be available:

A. Organization:

The fire department shall be organized on a permanent basis under applicable state or local laws. The organization shall include one person responsible for operation of the department, usually with the title of chief.

The fire department must serve an area with definite boundaries. If a city is not served by a fire department operated solely by or for the governing body of that city, the fire department providing such service shall do so under a legal contract or resolution. When a fire department's service area involves one or more cities a contract should be executed with each city served.

INTRODUCTION
ATTACHMENT II

108. MINIMUM FACILITIES FOR APPLYING THIS SCHEDULE: (Continued)

B. Membership:

The department shall have sufficient membership to assure the response of at least 4 members to fires in structures. The chief may be one of the 4 responding members.

C. Training:

Training for active members shall be conducted at least 2 hours every 2 months.

D. Alarm Notification:

Alarm facilities and arrangement shall be such that there is no delay in the receipt of alarms and the dispatch of fire fighters and apparatus.

E. Apparatus:

There shall be at least one piece of apparatus meeting the general criteria of National Fire Protection Association (NFPA) Standard 1901, Automotive Fire Apparatus.

F. Housing:

Apparatus shall be housed to provide protection from the weather.

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SECTION I
ATTACHMENT II

200. GENERAL:

This Section develops a Public Protection Classification that applies to all class-rated properties and to specifically-rated properties with a Needed Fire Flow of 3500 gpm or less as determined in Item 300.

201. APPLICATION:

The method of applying this Section is dependent upon the minimum facilities available for the fire department and for the water supply as outlined below:

- A. If the city has both of the following, Items 300 through 701 shall be applied:
1. A piece of apparatus that has a pump with a rated capacity of 250 gpm or more at 150 psi.
 2. A water system capable of delivering 250 gpm or more for a period of 2 hours, plus consumption at the maximum daily rate at a fire location.
- B. If the city does not have the facilities outlined in A, but does have at least one piece of apparatus that has a pump with a capacity of 50 gpm or more at 150 psi and at least a 300-gallon water tank, Items 800 through 802 shall be applied.
- C. If the city does not have the facilities outlined in either A or B, the Schedule items do not apply and the city shall be assigned Public Protection Class 10.

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ATTACHMENT III

Table 1
PERCENTAGE DECREASE IN PREMIUM COSTS FOR DWELLING POLICIES

Type of Policy	Change in Classification Rating						
	10 to 9	9 to 8	8 to 7	7 to 6	6 to 5	5 to 4	4 to 1-3
Homeowners							
Frame	26%	8%	4%	13%	0%	10%	6%
Masonry	13	10	6	0	6	0	0
Fire Coverage Only							
Owner Occupied							
Frame	22	40	19	17	16	14	14
Masonry	11	39	21	19	10	7	12
Fire Coverage Only							
Tenant Occupied							
Frame	22	40	19	17	17	13	14
Masonry	12	38	21	19	9	8	11

SOURCE: Adapted from *ISO Dwelling Rate Tables*, Insurance Services Office, 160 Water Street, New York, New York 10032.

SunTrust Bank, West Florida
Post Office Box 510
Pensacola, FL 32593-0510
Tel (850) 435-1200

SUNTRUST

May 11, 1999

Ms. Jean Kassab
Director of Administrative Services
Escambia County
P O Box 1591
Pensacola, FL 32597-1591

Dear Ms. Kassab:

You recently asked me about how the lack of fire insurance availability for vacant land might affect a bank's willingness to lend money in connection with a property for which fire insurance cannot be obtained. SunTrust Bank certainly would not be able to give any collateral value to structures on a property that fire insurance could not be obtained for. On vacant property, the lack of available fire insurance would also impede the collateral value a bank could use to lend against. The collateral value is impacted because the property is limited to uses that would not involve having an insured structure on it.

If there are not specific plans in place to develop the property within the next 12 months, SunTrust policy requires that the loan applicant have the ability to amortize the loan over a very short period of time (i.e., two to five years). This would severely impede the marketability of the property, as few loan applicants have demonstrated debt service capacity to service such a quick amortization for amounts typically borrowed to purchase land.

If you have any other questions concerning this matter, please do not hesitate to call me at 435-1286.

Sincerely,



J. Nelson Bradshaw
Senior Vice President

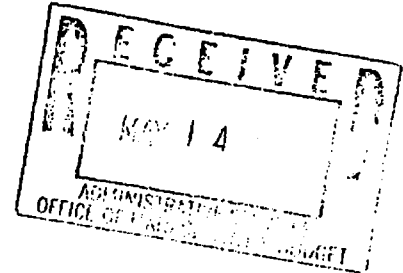
JNB:mb

SHERRILL APPRAISAL COMPANY

APPRAISERS · CONSULTANTS · REALTORS

RICHARD H. SHERRILL, MAI, SRPA, PRESIDENT
STATE CERTIFIED GENERAL APPRAISER #0000975CHARLES C. SHERRILL, JR., MAI, VICE PRESIDENT
STATE CERTIFIED GENERAL
APPRAISER #0001665JEFFERY R. SHOWS, VICE PRESIDENT
STATE CERTIFIED RESIDENTIAL
APPRAISER #0001143TODD W. STANTON, VICE PRESIDENT
STATE CERTIFIED RESIDENTIAL
APPRAISER #0002309

May 13, 1999

Ms. Jean Kassab
Director of Budget & Finance
Escambia County
P.O. Box 1591
Pensacola, FL 32597-1591

Dear Ms. Kassab:

In accordance with your request, I am writing this letter as a public service without remuneration for the purpose of expressing my opinion regarding the impact on property values located in portions of Escambia County, Florida when adequate fire protection is not available.

The sale of properties, which are considered to be marketable in this area usually depend upon either conventional or governmental agency mortgage financing. In the event adequate fire protection is not available, resulting in either no available casualty insurance coverages or substantially higher premium cost insurance via The Florida Underwriter's Pool, the marketability of the marketable properties involved would be adversely impacted. The anticipated impact would be a substantial decrease in effective demand for marketable properties which would reduce property values.

The two primary fixed expenses for income producing properties are ad valorem taxes and casualty insurance premiums. In the event the insurance premiums escalated due to lack of adequate fire protection, either the property rent would have to be increased to offset the higher fixed expense or the net operating income to the property owner would be reduced without passing on the added expense to the tenant. In either event, the adversely affected income producing properties would suffer due to superior competition from properties enjoying adequate fire protection.

Sincerely yours,


Richard H. Sherrill, MAI
State Certified General Appraiser #RZ0000975RICHARD H. SHERRILL, MAI
CHARLES C. SHERRILL, JR., MAI410 E. GOVERNMENT STREET
POST OFFICE BOX 1671
PENSACOLA, FLORIDA 32597
PHONE: (850) 432-9827
FAX: (850) 433-1203

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Percentage of Calls
 By Billing Category

	00/01	99/00	3-Year Average	Weight	Weighted Average	Non Weighted Revenue	Non Weighted Revenue	Av Number of Units	Sq Ft/ Acres	Non Weighted Assessment
Residential	86.00%	85.05%	83.91%	83.91%	78.67%	\$8,139,270	\$7,631,162	88,693	N/A	91.77
Commercial	11.81%	11.68%	13.31%	19.97%	18.72%	\$1,291,070	\$1,815,709	N/A	46,533,568	0.0277
Vacant	2.19%	3.27%	2.78%	2.78%	2.61%	\$269,983	\$253,129	21,517	265,549	13.21 per par
Total Revenue				1.066583333	1	9,700,323	9,700,000			11.39 per parcel + .03/acre
Budgeted Revenue						9,700,000	9,700,000			

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Structure Fire/Residential

Grid	Engine	Ladder	Air Truck	Tower	Truck	Tanker	Squad	Service	Total	Engine	Ladder	Air Truck	Tower	Truck	Tanker	Squad	Service	Total
376A	4	4	1	2	1					4	4		2					
376A	6	1	1							4	4							
376A	7									4	4		2					
376A	4									4	4							
377A	2	2								4	4							
377A	2	2		2						4	4		2					
377A	2	1	1		1					4	4							
377A	4	4								4	4		2					
377B	2	2								4	4							
377B	4	1			1					4	4		2					
377B	6	6		2	1	1				4	4		2					
377B	2	2	2							6	6							
402	4	2	2							6	6							
402	5	4	2	2		1				4	4		2					
402	4	2	2	2		2				4	4							
402	4	4								4	4		2					
406	4	4	1			1				6	6							
406	6	6		2						4	4		2					
406	4	4	1	2	1					4	4							
406	4	4		2						4	4		2					
406	2	2								4	4							
406A																		
406A																		
406A																		
418	4	4	1			1				6	6							
418	4	4		2		2				4	4		2					
418	4	4		2						4	4							
418	4	4								4	4		2					
418A	2	2								2	2							
418A	2	2	2			2				2	2							
418A	4	4								2	2							
418A	4	4								2	2							
509	7	7								7	7							
509	4	4		2		5				4	4		2					
509	4	4		2		2				4	4							
509	4	4								4	4							
515	7	7								7	7							
515	3	3		2		5				4	4							
515	2	2		2		1				4	4							
515	2	2		2		2				4	4							
520A	2	2								4	4							

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Structure Fire/Residential

Grid	Engine	Ladder	Air Truck	Tower	Truck	Tanker	Squad	Service	Total	Engine	Ladder	Air Truck	Tower	Truck	Tanker	Squad	Service	Total
520A	4	4	1			1				4	4							
520A	6	6	2							4	4							
520A			2		2					4	4							
532	8									6			1					1
532	4			2						4								
532	4			2						2								
532																		
565A	2	2	2							4	4							
565A	4	4				2				4	4							
565A	6	6	2	2	2					4	4							
565A			2							4	4							
567A	2	2								4	4							
567A	2	2		2						4	4							
567A	2	2	1			1				4	4							
567A	4	4		2						4	4							
567B	2	2	2							4	4							
567B	6	6	1			1				4	4							
567B	6	6	2		1	1				4	4							
567B	7	7								4	4							
567C	2	2	2							4	4							
567C	6	6	1			1				4	4							
567C	4	4		2						4	4							
567C	4	4								4	4							
570A	2	2								4	4							
570A	2	2		2						4	4							
570A	2	2	1			1				4	4							
570A	4	4		2						4	4							
570B	2	2	2							4	4							
570B	6	6	1			1				4	4							
570B	6	6		2						4	4							
570B			2		2					4	4							
572A	6	6	2							4	4							
572A	6	6	1			1				4	4							
572A	6	6	2		2					4	4							
572A	7	7								4	4							
572A	4	4								4	4							
572B			2							4	4							
572B	2	2		2						4	4							
572B	2	2				2				4	4							
572B	4	4		2						4	4							
577A	2	2	2							4	4							

RESOLUTION R2009-126

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING RESOLUTION R2003-71; ESTABLISHING A MINIMUM MUNICIPAL SERVICES BENEFIT UNIT RATE FOR COMMERCIAL PROPERTIES IN ESCAMBIA COUNTY; AMENDING LEGISLATIVE FINDINGS; AMENDING THE APPORTIONMENT METHOD; PROVIDING FOR APPEALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners ("Board"), through Ordinance 96-13, has established a municipal service benefit unit known as the Escambia County Fire Protection District ("District"), which includes all lands located within the unincorporated areas of Escambia County, Florida (except on Santa Rosa Island) and may also include lands located in the Town of Century upon consent of the Town of Century Council as evidenced in an ordinance; and

WHEREAS, the purpose of this municipal service benefit unit is to provide, operate, and maintain fire protection services to, in, and on lands located in the District, which are specially benefited by fire protection services; and

WHEREAS, the Board has previously adopted Resolution R2003-71 (attached), which includes findings of the special benefit received by real property located in the District and adopts a formula to apportion the budgeted costs for fire protection services among specially benefited lands in the District; and

WHEREAS, in Resolution R2003-71, the Board adopted separate methodologies for apportioning fire protection costs among commercial properties and residential properties; and

WHEREAS, in Resolution R2003-71, the Board assessed a flat rate of \$75.00 per unit for residential properties; and

WHEREAS, in Resolution R2003-71, the Board assessed a variable rate of \$0.0340 per

Verified By: *Arthuria*
Date: 7/13/2009

square foot for commercial properties; and

WHEREAS, at these levels, a commercial property with a size less than 2,200 square feet is assessed less than a residential property; and

WHEREAS, Escambia County Fire Rescue follows the guidelines for service established by the National Fire Protection Association (NFPA), including National Fire Protection Standard 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2004 Edition, and the NFPA Fire Protection Handbook, 18th Edition; and

WHEREAS, Table 10-2A, NFPA Fire Protection Handbook, requires the same level of service for small businesses and industrial occupancies as it does for one-, two-, or three-family dwellings and a greater level of service for larger businesses and industrial occupancies; and

WHEREAS, some smaller commercial properties are therefore currently assessed *less than* residential properties, even though the commercial properties receive an equivalent or greater level of fire services; and

WHEREAS, to ensure a fair, reasonable, and equitable apportionment of the cost of fire services between commercial properties and residential properties, the Board concludes that commercial properties should pay no less than the flat residential rate of \$75.00 because the NFPA requires the delivery of an equivalent or greater level of fire services to commercial properties.

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

SECTION 1. RECITALS.

The aforementioned recitals are hereby incorporated into this Resolution as express legislative findings of the Board.

SECTION 2. **LEGISLATIVE FINDINGS.**

Section 1.I. of Resolution R2003-71 is hereby amended to read:

I. The cost allocation of the special benefit to Commercial Property is in direct proportion to the size of commercial structures located on the real property since the cost of providing fire protection service for commercial customers is greater for larger structures due to the increase in fire equipment and operating costs required to provide fire protection services to large structures and avoidance of damage to nearby property. However, the cost allocation should not be less in any case than the cost allocation to Residential Property because National Fire Protection Association guidelines require an equivalent or greater degree level of fire services for any Commercial Property as it would for a Residential Property.

SECTION 3. **APPORTIONMENT METHOD.**

Section 3 of Resolution R2003-71 is hereby amended to read:

The formula to be used to fairly and reasonably apportion budgeted costs for fire protection services among special benefited lands in the District shall be based on a weighted average of the cost of equipment necessary to respond to commercial fires versus residential fires and the percentage of calls for fire protection service in each of the categories of real property located in the District compared to the total calls for fire protection service for the most recently completed three fiscal years prior to adoption of this Resolution and the cost of providing service to each class. Fire protection calls for service are detailed by call type in Attachment I of this Resolution. The cost to be allocated to the categories of real property located in the District shall be based on the total funding requirement for providing service to each category within the District for fiscal year 2003/2004 in accordance with the Board's legislative findings.

The following is a schedule of the percentage of total calls for service in each Assessment

Category in FY 1999/2000, FY 2000/2001, FY 2001/2002 and the average percentage over the three prior fiscal years:

Assessment Category	FY 1999/00 % of Service	FY 2000/01 % of Service	FY 2001/02 % of Service	Average of % of Service	Weighted Average
Residential	85.05%	86.00%	80.68%	83.91%	78.67%
Commercial	11.68%	11.81%	16.44%	13.31%	18.72%
Unimproved	3.27%	2.19%	2.89%	2.78%	2.61%
Zero Assessment	N/A	N/A	N/A	N/A	N/A

The following are costs for service for each Assessment Category for fiscal year 2003/2004.

Assessment Category	Percentage	Cost of Service
Residential	78.67%	6,651.698
Commercial	18.72%	1,582.662
Unimproved Property	2.61%	220,640
Zero Assessment	0.00%	0

The following is a schedule of rates per unit for each Assessment Category:

Assessment Category	Cost of Service	Units of Assessment	Rate Per Unit
Residential	6,651.698	88,693 dwelling units	\$75.00/Unit
Commercial	1,582,662	46,533,568 square feet	\$0.0340/Sq. Ft.
Unimproved Property	220,640	265,549 Acres	\$9.88 Per Parcel Plus \$0.03/Acre
Zero Assessment	0	N/A	\$0 Per Parcel
	\$8,455,000		

Notwithstanding the rate per unit for the assessment of Commercial Properties, no Commercial Property shall pay less than the rate per unit for Residential Properties as established

by the schedule of rates.

Section 4. APPEALS.

Any property owner who elects to contest an assessment governed by this Resolution shall use the appeal process established by Section 50-154 of the Escambia County Code of Ordinances and by Resolution R2003-71.

Section 5. SEVERABILITY.

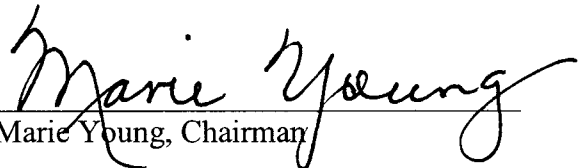
If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. EFFECTIVE DATES.

This Resolution shall be effective upon adoption by the Board.

Adopted this 9th day of July 2009.

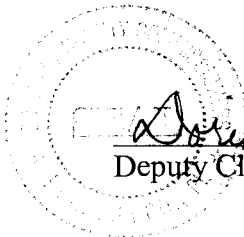
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA



Marie Young, Chairman

Date Executed


July 9, 2009

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court




Deputy Clerk

This document approved as to form and legal sufficiency.

By: 
Title: ASST. COUNTY ATTORNEY
Date: July 6, 2009

RESOLUTION R2011-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING RESOLUTION R2003-71, AS AMENDED; INCREASING THE ASSESSMENT FOR RESIDENTIAL PROPERTIES BY \$10.00 IN TWO \$5.00 ANNUAL INCREMENTS; INCREASING THE ASSESSMENT FOR COMMERCIAL PROPERTIES BY \$0.006 PER SQUARE FOOT; AMENDING LEGISLATIVE FINDINGS; AMENDING THE APPORTIONMENT METHOD; PROVIDING FOR APPEALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners ("Board"), through Ordinance 96-13, has established a municipal service benefit unit known as the Escambia County Fire Protection District ("District"), which includes all lands located within the unincorporated areas of Escambia County, Florida (except on Santa Rosa Island) and may also include lands located in the Town of Century upon consent of the Town of Century as evidenced in the ordinance; and

WHEREAS, the purpose of this municipal service benefit unit is to provide, operate, and maintain fire protection services to, in, and on lands located in the District, which are specially benefitted by fire protection services; and

WHEREAS, the Board has previously adopted Resolution 2003-71 (attached), which includes findings of the special benefit received by real property located in the District and adopts a formula to apportion the budgeted costs for fire protection services among specially benefitted lands in the District; and

WHEREAS, in Resolution R2003-71, the Board adopted a formula to fairly and reasonably apportion fire protection costs among commercial properties, residential properties, and unimproved properties; and

WHEREAS, the Board used this apportionment formula to establish separate assessment rates for residential, commercial, and unimproved properties based on the level of service required for each type of property during the preceding three fiscal years; and

WHEREAS, in 2009, the Board amended Resolution R2003-71 by adopting Resolution R2009-126 (attached), which established a minimum commercial property rate at an equivalent level to the flat residential rate, and made appropriate findings to support the necessity of a minimum commercial property rate; and

WHEREAS, since the Board adopted its apportionment formula and assessment rates in 2003, the cost of supplying fire protection services at the level contemplated by Resolution R2003-71 has significantly increased; and

WHEREAS, due to these cost increases, Escambia County has reviewed the level of service provided to commercial, residential, and unimproved properties during the immediate preceding three fiscal years and has calculated new rates using the apportionment formula adopted through Resolution R2003-71; and

WHEREAS, the Board finds that amending Resolution R2003-71 to incorporate the adjusted rates will allow Escambia County to continue providing fire protection services at the level contemplated by Resolution R2003-71, and is therefore necessary for the public health, safety, and welfare.

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

SECTION 1. RECITALS.

The aforementioned recitals are hereby incorporated into this Resolution as express legislative findings of the Board.

SECTION 2. LEGISLATIVE FINDINGS.

Section 1 of Resolution R2003-71 is hereby amended to read as follows:

Section 1. The following findings are true and are adopted by the Board of County Commissioners

O. The Board further finds that until such time as it may expressly declare its intent to the contrary, the aforementioned findings shall be incorporated as findings to support any subsequent amendment of this Resolution.

SECTION 3. AMENDMENTS TO ASSESSMENT RATES.

Section 3 of Resolution R2003-71 is hereby amended to read as follows:

Section 3. The Board of County Commissioner hereby adopts the Apportionment Method

The formula to be used to fairly and reasonably apportion budgeted costs for fire protection services among special benefited lands in the District shall be based on an weighted average of the cost of equipment necessary to respond to commercial fires versus residential fires and the percentage of calls for fire protection service in each of the categories of real property located in the District compared to the total calls for fire

protection service for the most recently completed three fiscal years prior to adoption of this Resolution and the cost of providing service to each class. Fire protection calls for service are detailed by call type in Attachment I of this Resolution. The cost to be allocated to the categories of real property located in the District shall be based on the total funding requirement for providing service to each category within the District for fiscal year ~~2003/2004~~ 2011/2012 in accordance with the Board's legislative findings.

The following is a schedule of the percentage of total calls for service in each Assessment Category in FY ~~1999/2000~~ 2007/08, FY ~~2000/2004~~ 2008/09, FY ~~2004/2002~~ 2009/10 and the average percentage over the three prior fiscal years:

Assessment Category	FY 1999/00 2007/08 % of Service	FY 2000/04 2008/09 % of Service	FY 2004/02 2009/10 % of Service	Average of % of Service	Weighted Average
Residential	85.05% <u>78.78%</u>	86.00% <u>80.82%</u>	80.68% <u>81.03%</u>	83.91% <u>80.21%</u>	78.67%
Commercial	41.68% <u>19.17%</u>	11.81% <u>16.93%</u>	16.44% <u>17.45%</u>	13.31% <u>17.85%</u>	18.72%
Unimproved	3.27% <u>2.06%</u>	2.19% <u>2.25%</u>	2.89% <u>1.52%</u>	2.78% <u>1.94%</u>	2.61%
Zero Assessment	N/A	N/A	N/A	N/A	N/A

The following are costs for service for each Assessment Category for fiscal year ~~2003/2004~~ 2011/2012.

Assessment Category	Percentage	Cost of Service
Residential	78.67% <u>80.21%</u>	6,651,698 <u>8,782,936</u>
Commercial	18.72% <u>17.85%</u>	1,582,662 <u>1,954,557</u>
Unimproved Property	2.61% <u>1.94%</u>	220,640 <u>212,507</u>
Zero Assessment	0.00%	0

The following is a schedule of rates per unit for each Assessment Category:

Assessment Category	Cost of Service	Units of Assessment	Rate Per Unit
Residential	6,651,698 <u>8,782,936</u>	88,693 <u>103,538</u> dwelling units	\$75.00/Unit <u>\$80.00/Unit</u> effective 10/1/2011 <u>\$85.00/Unit</u> effective 10/1/2012
Commercial	1,582,662 1,954,557	46,533,568 48,087,656 square feet	\$0.0340/Sq. Ft. \$0.040/Sq. Ft.
Unimproved Property	220,640 <u>212,507</u>	265,549 <u>291,482</u> Acres	\$9.88 <u>\$11.00</u> Per Parcel Plus \$0.03/Acre
Zero Assessment	0	N/A	\$0 Per Parcel
	<u>\$8,455,000</u> <u>\$10,950,000</u>		

Notwithstanding the rate per unit for the assessment of Commercial Properties, no Commercial Property shall pay less than the rate per unit for Residential Properties as established by the schedule of rates.

SECTION 4. AMENDMENT TO IMPOSITION OF ANNUAL ASSESSMENT.

Section 5 of Resolution R2003-71 is hereby amended to read as follows:

Section 5. Annual Assessment Imposed.

In order to impose non-ad valorem fire special assessments under the provisions of Ordinance 99-31, the Board of County Commissioners hereby adopts the Assessment Categories, the cost of service and the Apportionment Method for funding fire protection services for fiscal year ~~2003/2004~~ 2011/2012 stated herein. The Board of County Commissioners intends to collect FY ~~2003-2004~~ 2011-2012 non-ad valorem special assessments for fire protection using the uniform method as authorized in Section

197.3632, Florida Statutes. However, in the event the Tax Collector refuses to place the non-ad valorem special assessments for fire protection on the property tax roll, the Board of County Commissioners authorizes the County Administrator or his designee to direct the Clerk of the Circuit Court to prepare non-ad valorem special assessment roll and to provide fire non-ad valorem assessment bills by first class mail to the owner of each affected parcel of real property on or about November 1, ~~2003~~ 2011. Due to the administrative cost required to process bills and liens, the Board of County Commissioners authorize not mailing bills less than \$10 and not filing liens less than \$25.

The assessment date for the non-ad valorem special assessment for fire protection shall be October 1, ~~2003~~ 2011. The assessment shall be payable upon mailing the assessment bill to the property owner and shall be delinquent if not paid before March 31, ~~2004~~ 2012.

SECTION 5. APPEALS.

Any property owner who elects to contest an assessment governed by this Resolution shall use the appeal process established by Section 50-154 of the Escambia County Code of Ordinances and by Resolution R2003-71.

SECTION 6. 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 7. EFFECTIVE DATE.

This Resolution shall be effective upon adoption by the Board.

ADOPTED this _____ day of _____ 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

This document approved as to form
and legal sufficiency

By _____

Title ASST. COUNTY ATTORNEY

Date ~~ESCAMBIA~~ JUNE 3, 2011

Call Logs

	FY 07/08	FY 08/09	FY 09/10
Brush Fire	283	328	220
Billable Alarm	76	76	57
Gas Leak	162	140	133
Fire Alarms	1,583	1,542	1,706
Power Lines Down	144	140	127
Train Derailment	0	0	0
Helicopter Standby	70	71	64
Dumpster Fire	37	36	34
Commercial Fire	276	270	209
Hazardous Material	7	4	4
Miscellaneous	283	191	196
Smoke Investigation	178	196	174
Vehicle Fire	264	252	242
Medical Emergency	7,144	7,880	8,200
Fuel Spill	85	80	72
Boater in Trouble	24	26	12
Swimmer in Trouble	44	33	26
Extrication	209	201	135
Structure Fire	648	719	651
Trash Fire	459	430	365
Aviation Incident	0	2	0
Public Assistance	1,108	1,270	1,245
Manpower Assistance	680	700	626
Total	13,764	14,587	14,498
Agricultural	283	328	220
Commercial	2,638	2,470	2,530
Residential	10,843	11,789	11,748



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-890

Public Hearings Item #: 12.

BCC Regular Meeting

Meeting Date: 06/16/2011

Issue: 5:32 p.m. Public Hearing for Oak Grove Landclearing Debris Pit - Owned by Escambia County BOCC

From: Patrick T. Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing concerning the renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Oak Grove Land Clearing Debris Pit, owned by Escambia County.

Recommendation: That the Board authorize the renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility, for Oak Grove Land Clearing Debris Pit, located at 745 County Road 99 North, Walnut Hill, FL, owned by Escambia County [Funding: Fund 401, Solid Waste, Account Number 343402].

BACKGROUND:

The Oak Grove Land Clearing Debris Pit is needed for services to the north-end of the County. The pit operates under the guidelines established under Escambia County Ordinance 2006-24, and Rules 62-4.540 and 62-701.803, Florida Administrative Code. The site is designed for the convenience, scale of economy, and ease of access to North Escambia County.

The Escambia Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached.

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

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."

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Oak Grove Stamped Permit

Oak Grove Appl.



Solid Waste Management Department

13009 Beulah Road
Cantonment, FL 32533
Phone: 850.937.2160

Patrick T. Johnson, Department Director

Permit to Construct and/or Operate a Landclearing Debris Disposal Facility

Permittee:	Escambia County BOCC
Facility Name:	Oak Grove Landclearing Debris Pit
Facility Type:	In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004
File Number:	1996-1-001LDD
Original Date of Issue:	December 23, 1996
Renewal Date:	June 16, 2011
Expiration Date:	June 15, 2012
Development Review #:	N/A
Date:	-----
Total Acreage of Facility:	26 Acres
Total Area Licensed for Disposal:	20 Acres

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

To construct and operate a Landclearing Debris Disposal facility located on a 26-acre site at 745 County Road 99 North, Walnut Hill, FL in Escambia County, Florida. Operation of the facility shall be in accordance with the permit renewal application received and the general and specific conditions required in this permit.

General Permit Conditions – All Facilities

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

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

Patrick T. Johnson, Department Director

Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160

E-mail Pat_Johnson@co.escambia.fl.us

Copy to:

Doyle O. Butler

Engineering Project Coordinator
Department of Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160

E-mail DOBUTLER@co.escambia.fl.us

Specific Permit Conditions – Infill Facilities

1. Facility Setback.

Footprint setback shall be a minimum of 100 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Section 82.226. (3)(c).

2. Aerial and Vertical Height.

Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (3)(d).

3. Fencing and Access Control.

Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department. Section 82.227. (3)(a).

4. Cover Material and Application

Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (3)(b).

5. Operational Hours

Operational hours for receiving materials are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. Saturday hours will be limited to 7:00 a.m. until 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are not permitted on Thanksgiving, Christmas, New Year's Day and July 4th. Section 82.227. (3)(e).

6. Volume Reduction

Volume reduction may *not* be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal. Section 82.227. (3)(d).

7. Dust Suppression.

Active dust suppression is required to prevent dust migration off site. Section 82.227. (3)(f).

8. Nuisance

No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a

nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (3)(c).

9. Queuing

Paved queuing and ingress and egress areas are provided by operator/owner; thus, queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).

10. Commercial General Liability Coverage

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

11. Litter, Sediment and Traffic Control; Road Maintenance.

The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.

745 County Road 99 North, Walnut Hill, FL., 0.5 miles either side of facility entrance.

12. Abatement Procedures

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

13. Required Reports

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

14. Permit Renewals

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

The permanent Department identification for this facility is 1996-1-001LDD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160
Weekends/Holidays: 850.937.2182

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

By: _____
Kevin W. White, Chairman

**ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court**

By: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By: _____
Title: ASST. COUNTY ATTORNEY
Date: MAY 23, 2011

BOCC Authorization Date: _____

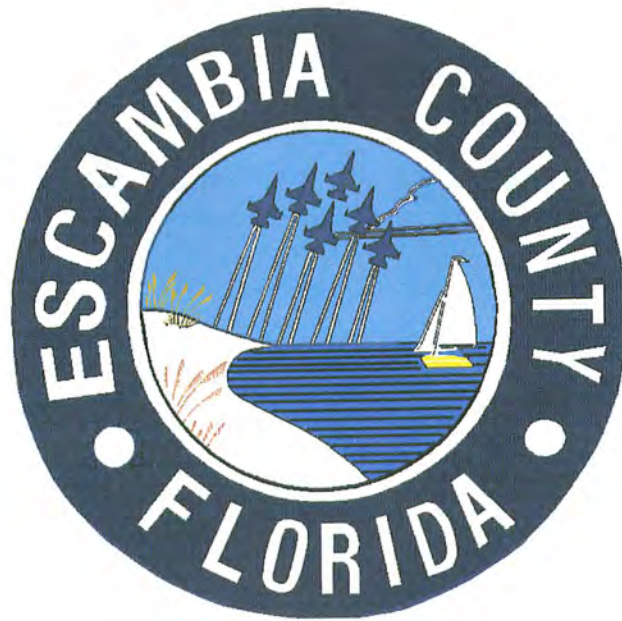
Permit Issue Date: June 16, 2011

Permit Expiration Date: June 15, 2012

Issuing Officer: Patrick T. Johnson
Department Director, Solid Waste Management

Signature

Date: _____



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

APPLICATION FOR A PERMIT TO CONSTRUCT,
OPERATE, MODIFY OR CLOSE A
CONSTRUCTION AND DEMOLITION DEBRIS
OR LAND CLEARING DISPOSAL
MANAGEMENT FACILITY

April 13, 2006

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

A. GENERAL INFORMATION

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

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

2. Type of application:

- Construction
- Operation
- Construction/Operation
- Closure

3. Classification of application:

- New
- Renewal
- Substantial Modification
- Intermediate Modification
- Minor Modification

4. Facility name: Oak Grove Land Clearing Debris Disposal Pit

5. ID Number: #87280

6. Facility location (main entrance): 745 County Road 99

Oak Grove area of Escambia County (Walnut Hill)

7. Location coordinates:

Section: 4 Township: 4N Range: 32W

Latitude: 30 ° 53 ' 48 " Longitude: 87 ° 26 ' 57 "

8. Applicant name (operating authority): Department of Solid Waste Management

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

Contact person: Doyle Butler Telephone: (850) 937-2148

Title: Engineering Project Coordinator Email: DOBUTLER@CO.ESCAMBIA.FL.US

9. Authorized agent/consultant: DOYLE BUTLER

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

Contact person: Doyle Butler Telephone: (850) 937-2148

Title: Engineering Project Coordinator Email: DOBUTLER@CO.ESCAMBIA.FL.US

10. Landowner (if different than applicant): Escambia Co. BOCC

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

Contact person: Pat Johnson Telephone: (850) 937 2160

Email: ptjohnson@coEscambia.fl.us

11. Date site will be ready to be inspected for completion: 5/20/2011

12. Expected life of the facility: 7 years years

13. Estimated costs:

Total Construction: \$ Completed Closing Costs: \$ _____

14. Anticipated construction starting and completion dates:

From: Completed To: _____

15. Expected volume or weight of waste to be received: 58 yds³/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

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

The Oak Grove Landclearing Debris Pit is a 26 acre site w/ 20 acres used as a repository for landclearing debris. The site is a former borrow pit with an uneven bottom surface, which accepts landclearing debris generated by residents of the North end of Escambia County.

2. Facility site supervisor: Pat Johnson

Title: Director Telephone: (850) 937-2160

Email: _____

3. Disposal area: Total 20 acres; Used 10 acres; Available 10 acres

4. Security to prevent unauthorized use: Yes No

5. Charge for waste received: \$7.86 \$/yds³ _____ \$/ton

6. Surrounding land use, zoning:

<input type="checkbox"/>	Residential	<input type="checkbox"/>	Industrial
<input checked="" type="checkbox"/>	Agricultural	<input type="checkbox"/>	None
<input type="checkbox"/>	Commercial	<input type="checkbox"/>	Other Describe: _____

7. Types of waste received:

C & D debris Land Clearing Debris

8. Attendant: Yes No Trained operator: Yes No

9. Spotters: Yes No Number of spotters used: 2

10. Site located in: Floodplain Wetlands Other X

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

12. Days of operation: Mon thru Fri & Sat

13. Hours of operation: 8:00am -4:30 pm

14. Days Working Face covered: _____

15. Elevation of water table: 182 Ft. (NGVD 1929)

16. Storm Water:

Collected: [] Yes [] No

Type of treatment: Retention via pit depressions

Name and Class of receiving water: Little Pine barren Creek > 800' away

17. Required submittals for issuance of permit.

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

18. Development Review Committee process completed.

[] No [] Yes

Date: _____

Project Number: _____

19. Development Order issued.

[] No [] Yes

Date: _____

C. **CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER**

1. Applicant:

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

Doyle Butler
Signature of Applicant or Agent

13009 Beulah Road
Mailing Address

Doyle Butler, Engineering, Project Coordinator
Name and Title (please type)

Cantonment Florida 32533
City, State, Zip Code

DOBUTLER
E-mail address (if available)

(850) 937-2148
Telephone Number

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

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

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

Signature

Mailing Address

Name and Title (please type)

City, State, Zip Code

Email Address (if applicable)

Florida Registration Number
(Please affix seal)

()
Telephone Number

Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-958

Item #: 13.

BCC Regular Meeting

Meeting Date: 06/16/2011

Issue: Committee of the Whole Recommendation

From: Doris Harris

Organization: Clerk & Comptroller's Office

CAO Approval:

RECOMMENDATION:

Committee of the Whole Recommendation

The Committee of the Whole (C/W), at the June 9, 2011, C/W Workshop, recommends that the Board take the following action:

A. Drop 10000 Block of Lillian Highway and 10900 Block of Lillian Highway from further consideration as a proposed boat ramp site (C/W Item 3);

B. Authorize staff to further study the issue concerning policy options for potential rezoning of subdivisions and provide a recommendation to the Planning Board for a rezoning appeal process (C/W Item 6); and

C. Authorize the scheduling of a Public Hearing for July 21, 2011, at 5:31 p.m., to consider adopting an Ordinance amending (Part I, Chapter 42, Article III, Noise) Section 42-67, Regulations for Santa Rosa Island and Perdido Key, of the Escambia County Code of Ordinances (C/W Item 7).

BACKGROUND:

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

C/W #3

C/W #7

BACKUP PRESENTATION
#3
06/09/2011 CMW

Boat Ramp Update: Heron Bayou at Lillian Highway

Keith Wilkins, Director
Community & Environment Dept.
June 9, 2011

Background:

- Since September 2007, Escambia County Marine Resources Division and Marine Advisory Committee have investigated nearly 50 parcels in Perdido River/Bay system

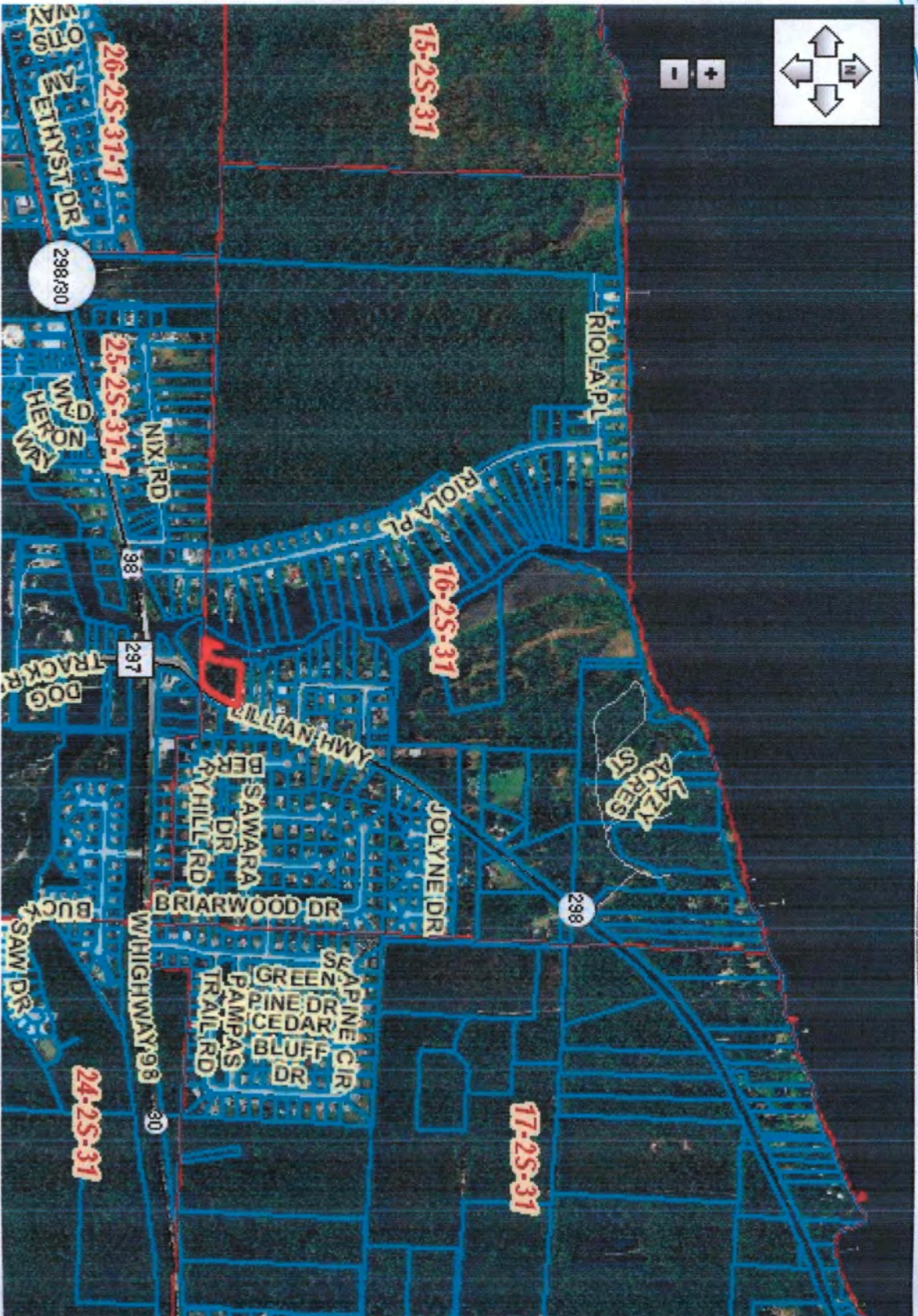
Timeline:

Dec 2010: MAC recommended Heron

Bayou parcels (10,900 block Lillian Hwy, 10,000 block Lillian Hwy, 811 Dog Track Rd)

Feb 2011: BCC authorized staff to initiate due diligence

Feb 2011 - present: MAC public meetings; 10,900 block Lillian Hwy appraisal; wetlands delineation; DRC Pre-Application meeting; meetings with FDEP and FDOT



10,900 block Lillian Highway

Use numeric selection labels Record Search
[Download Selection Data \(1 row\)](#)

Reference: 16-25-31-4001-003-002
Account: 09-3921-530
Section Map: 16-25-31
Situs: 10900 LILLIAN HWY BLK
Owner: COASTAL BANK & TRUST OF FLORIDA
Mailing Address:
125 W ROMANA ST SUITE 400
PENSACOLA, FL 32502
Last Sale: 8/31/2009, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 1.6500
Building Count: 0
Total Heated Area: 0
Zoned: R-6

Include radius in selection (5280 ft max)
ft

Radius is used only with single parcel selection

Lookup Options: Auto Select
Reference Nbr Lookup Results



10,000 block Lillian Highway

Use numeric selection labels [Record Search](#)
[Download Selection Data \(1 row\)](#)

Reference: 16-2S-31-4001-000-002
Account: 09-3921-500
Section Map: 25-2S-31-1
Situs: 10000 LILLIAN HWY BLK
Owner: MEDLOCK CHARLES A 1/3 &
Mailing Address:
7170 BEN SASSER DR
PENSACOLA, FL 32526
Last Sale: 10/2006, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 1.0900
Building Count: 0
Total Heated Area: 0
Zoned: R-2;R-6

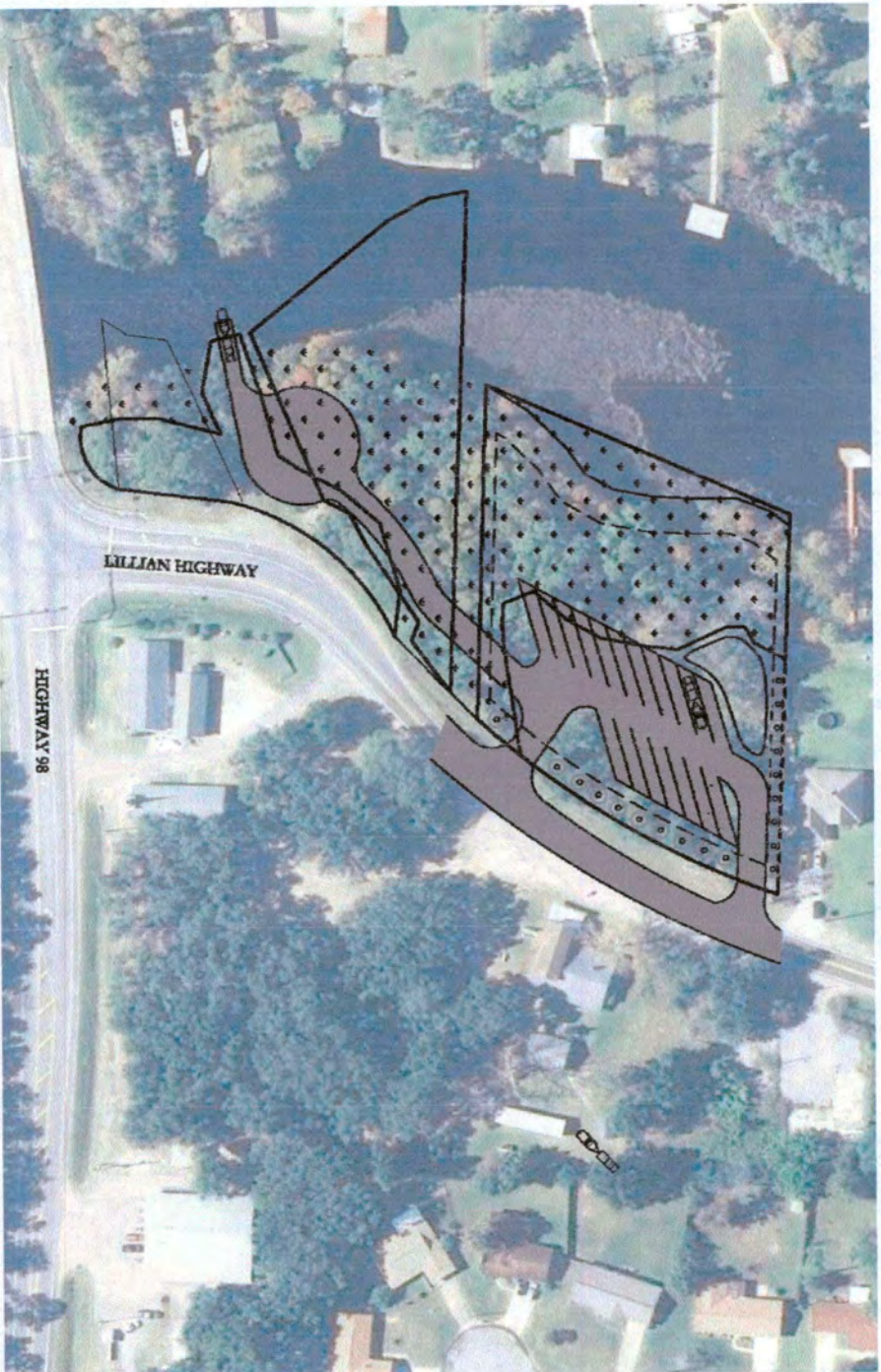
Include radius in selection (5280 ft max)
ft

Radius is used only with single parcel selection

Lookup Options: Auto Select
Reference Nbr [Lookup Results](#)



Alternate Conceptual design: 10,900 block and 10,000 block parcels



Preliminary Findings

- 10,900 Lillian Highway appraised value \$100,000
- MAC supports acquisition; public comments include support and opposition
- DRC, FDEP, FDOT meetings confirm site limitations (wetlands, traffic, stormwater, dredging concerns, etc.)



Cost Estimates

- 10,900 Lillian Hwy acquisition \$100,000
- 10,000 Lillian Hwy acquisition \$100,000
- Design/Permitting \$200,000
- Ramp construction \$200,000
- Road modifications \$400,000
- **Total estimated cost \$1,000,000**

Sec. 42-67. Regulations for Santa Rosa Island and Perdido Key.

Recognizing the unique tourist, recreational and entertainment characteristics of Santa Rosa Island (Pensacola Beach) and the Perdido Key areas of the county, the provisions of sections 42-64 and 42-65 shall not apply to these geographic areas. ~~For these geographic areas, in no event shall a person operate or cause to be operated or create any source of sound in such a manner so as to create a sound level which exceeds 70 dbA (sound level measurement) when measured by a sound level meter at or within the property boundary of the receiving land use.~~ For these geographic areas, the following standards shall apply:

- A. Santa Rosa Island (Pensacola Beach): In no event shall a person operate or cause to be operated or create any source of sound in such a manner so as to create a sound level which exceeds 70 dbA (sound level measurement) when measured by a sound level meter at or within the property boundary of the receiving land use.

- B. Perdido Key: In no event shall a person operate or cause to be operated or create any source of sound in such a manner so as to create a sound level which exceeds an average of 70 dbA (sound level measurement) when measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately at equal intervals. Those sound readings shall be taken at or within the property boundary of the receiving land use. With regards to sound measurements of live music performances, when possible, none of the four readings shall be taken during a break, intermission or other period when no music is emanating from the sound equipment.



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 ◆

AI-923 **Clerk & Comptroller's Report** **Item #: 14. 1.**

BCC Regular Meeting

Meeting Date: 06/16/2011
Issue: Acceptance of Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

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

A. Payroll Expenditures for Pay Date June 10, 2011, in the amount of \$2,239,943.89;

B. The following two Disbursements of Funds:

(1) May 26, 2011, to June 1, 2011, in the amount of \$12,342,751.35; and

(2) June 2, 2011, to June 8, 2011, in the amount of \$4,177,946.06;

C. The Tourist Development Tax Collections Data for Fiscal Year 2010-2011, which includes the April 2011 returns received in the month of May 2011; notable statistics include:

> Returns for the month of April 2011 indicate an increase in collections over the month of April 2010 by 16.40%

> 67% into Fiscal Year 2010-2011, \$3,021,767, or 58.39% of the budgeted revenue, has been collected

> Year to date collections indicate a steady trend of 15.92% increase over the same eight-month time period in Fiscal Year 2009-2010

> Overall growth in taxable rental receipts over this time period last year is 15%

D. The Investment Report for the month ended May 31, 2011.

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
 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: June 10, 2011

Check No:	\$0.00
Direct Deposits:	\$1,166,223.31
Total Deductions and Matching Costs:	\$1,073,720.58
Total Expenditures:	\$2,239,943.89

2011 JUN -8 P 12:17
 ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FLORIDA



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:

05/26/11 to 06/01/11

DISBURSEMENTS

Computer check run of:

06/01/11 \$ 0.00

L-Vendor \$ 85,882.96

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment \$ 93,230.80

Elected Official \$ 7,144,961.02

Preferred Governmental Claims \$ 0.00

Credit Card Purchases \$ 18,676.57

Investments \$ 5,000,000.00

Total Disbursement by Wire \$ 12,256,868.39

TOTAL DISBURSEMENTS \$ 12,342,751.35

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 JUN -3 P 2:01
 CLERK OF THE BOARD OF
 ESCAMBIA COUNTY, FL.
 ERNIE LEE MAGAHA

6/16/2011
CR I-1B (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
 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:

06/02/11 to 06/08/11

DISBURSEMENTS

Computer check run of:

06/02/11 & 06/08/11

\$ 4,062,075.57

L-Vendor

\$ 0.00

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims \$ 42,232.29
 Credit Card Purchases \$ 7,309.28
 Civic Center \$ 66,328.92

Total Disbursement by Wire

\$ 115,870.49

TOTAL DISBURSEMENTS

\$ 4,177,946.06

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 JUN -8 A 10:31
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT



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 and Comptroller

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

OFFICE OF THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS
 2011 JUN -2 P 1:33
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.

DATE: June 3, 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 April 2011 returns received in the month of May 2011, as prepared by the Finance Department of the Clerk and Comptroller's Office.

Notable statistics Include:

- Returns for the month of April 2011 indicate an increase in collections over the month of April 2010 by 16.40%.
- We are 67% into fiscal year 2011 and have collected \$3,021,767 or 58.39% of the budgeted revenue for fiscal 2011.
- Year-to-date collections indicate a steady trend of 15.92% increase over the same eight month time period in fiscal year 2010.
- Overall growth in taxable rental receipts over this time period last year is 15%.

PLS/nac

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF MAY 31, 2011

Zip Code	Fiscal Year 2011	Fiscal Year 2010	Difference	% Change
	YTD Collected	YTD Collected		
32501	130,161	151,533	(21,372)	-14%
32502	166,197	114,557	51,640	45%
32503	12,474	11,662	812	7%
32504	528,108	443,705	84,404	19%
32505	150,354	138,993	11,361	8%
32506	116,664	113,050	3,614	3%
32507	359,399	386,799	(27,400)	-7%
32514	239,941	213,717	26,224	12%
32526	134,086	121,372	12,713	10%
32534	82,066	74,001	8,065	11%
32535	1,534	1,693	(160)	-9%
32561	1,100,764	835,372	265,391	32%
32562	-	-	-	0%
32577	20	265	(245)	0%
Total	\$ 3,021,767	\$ 2,606,720	\$ 415,048	16%

6/16/2011
CR I-1C

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2011
 AS OF MAY 31, 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%
03/11	9,794	3%	22,764	7%	1,248	0%	59,147	18%	23,956	7%
04/11	12,775	2%	30,643	6%	2,107	0%	85,200	16%	26,271	5%
05/11	12,961	2%	34,719	6%	1,969	0%	77,667	14%	24,272	4%
Total	\$ 130,161	4%	166,197	5%	\$ 12,474	0%	\$ 528,108	17%	\$ 150,354	5%

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%	25,345	10%	16,739	7%	9,937	4%
02/11	14,348	6%	26,609	10%	25,237	10%	14,356	6%	9,025	4%
03/11	15,671	5%	33,293	10%	30,339	9%	15,549	5%	11,994	4%
04/11	18,916	4%	68,184	13%	36,272	7%	20,874	4%	13,202	2%
05/11	20,086	4%	70,097	13%	37,541	7%	18,498	3%	11,374	2%
Total	\$ 116,664	4%	\$ 359,399	12%	\$ 239,941	8%	\$ 134,086	4%	\$ 82,066	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/10	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%	256,727	100%
02/11	124	0%	65,154	25%	-	0%	-	0%	256,349	100%
03/11	128	0%	98,212	30%	-	0%	-	0%	322,095	100%
04/11	242	0%	215,548	41%	-	0%	20	0%	530,253	100%
05/11	260	0%	247,533	44%	-	0%	-	0%	556,977	100%
Total	\$ 1,534	0%	\$ 1,100,764	36%	\$ -	0%	\$ 20	0%	3,021,767	100%

6/16/2011
CR I-1C

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

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/09	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%
03/10	18,278	7%	12,677	5%	1,137	0%	51,045	19%	19,099	7%
04/10	22,537	5%	18,328	4%	1,920	0%	67,489	15%	21,447	5%
05/10	24,812	5%	18,903	4%	1,463	0%	71,693	15%	25,382	5%
Total	\$ 151,533	6%	\$ 114,557	4%	\$ 11,662	0%	\$ 443,705	17%	\$ 138,993	5%

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%
03/10	13,900	5%	38,350	14%	23,530	9%	12,117	5%	7,888	3%
04/10	17,763	4%	71,651	16%	34,306	8%	19,957	5%	11,319	3%
05/10	19,322	4%	71,450	15%	37,153	8%	18,977	4%	10,866	2%
Total	\$ 113,050	4%	\$ 386,799	15%	\$ 213,717	8%	\$ 121,372	5%	\$ 74,001	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/09	240	0%	143,076	39%	-	0%	-	0%	366,536	100%
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%
03/10	200	0%	70,410	26%	-	0%	-	0%	268,630	100%
04/10	252	0%	153,381	35%	-	0%	-	0%	440,348	100%
05/10	324	0%	178,149	37%	-	0%	-	0%	478,494	100%
Total	\$ 1,693	0%	\$ 835,372	32%	\$ -	0%	\$ 265	0%	2,606,720	100%

**6/16/2011
 CR I-1C**

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

**6/16/2011
CR I-1C**

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	226,459
JAN	DEC	106,778	116,281	123,532	129,124	143,891	208,669	198,766	179,798	163,665	169,734	164,750	192,546
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
MAR	FEB	155,537	167,608	178,986	180,228	221,737	205,903	225,806	212,686	227,362	215,131	201,473	241,571
APR	MAR	237,545	253,669	280,786	278,843	313,139	261,605	312,491	328,479	344,151	297,195	330,261	397,690
MAY	APR	256,211	244,146	244,453	293,130	338,856	259,188	288,754	315,555	303,720	338,268	358,871	417,733
TOTAL		1,369,384	1,447,724	1,450,698	1,572,579	1,778,941	1,831,797	2,025,418	1,898,412	1,952,464	1,891,273	1,955,040	2,266,325

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

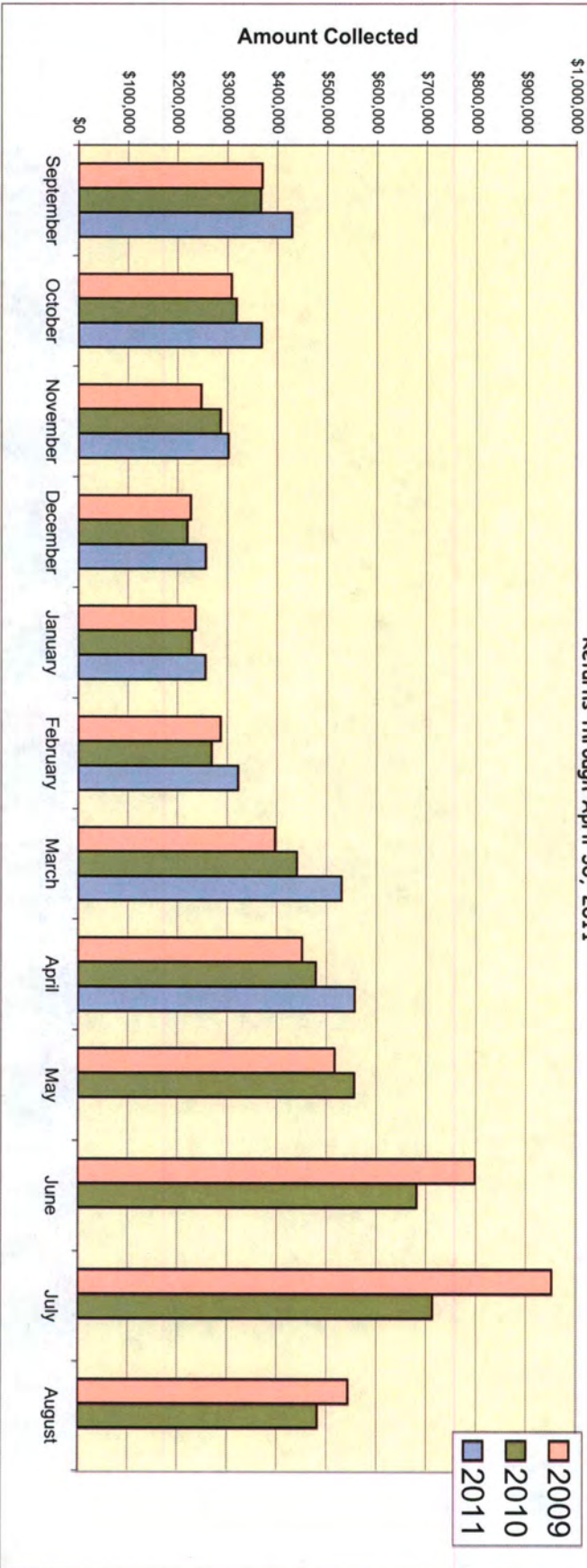
TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY, FLORIDA

**6/16/2011
 CRI-1C**

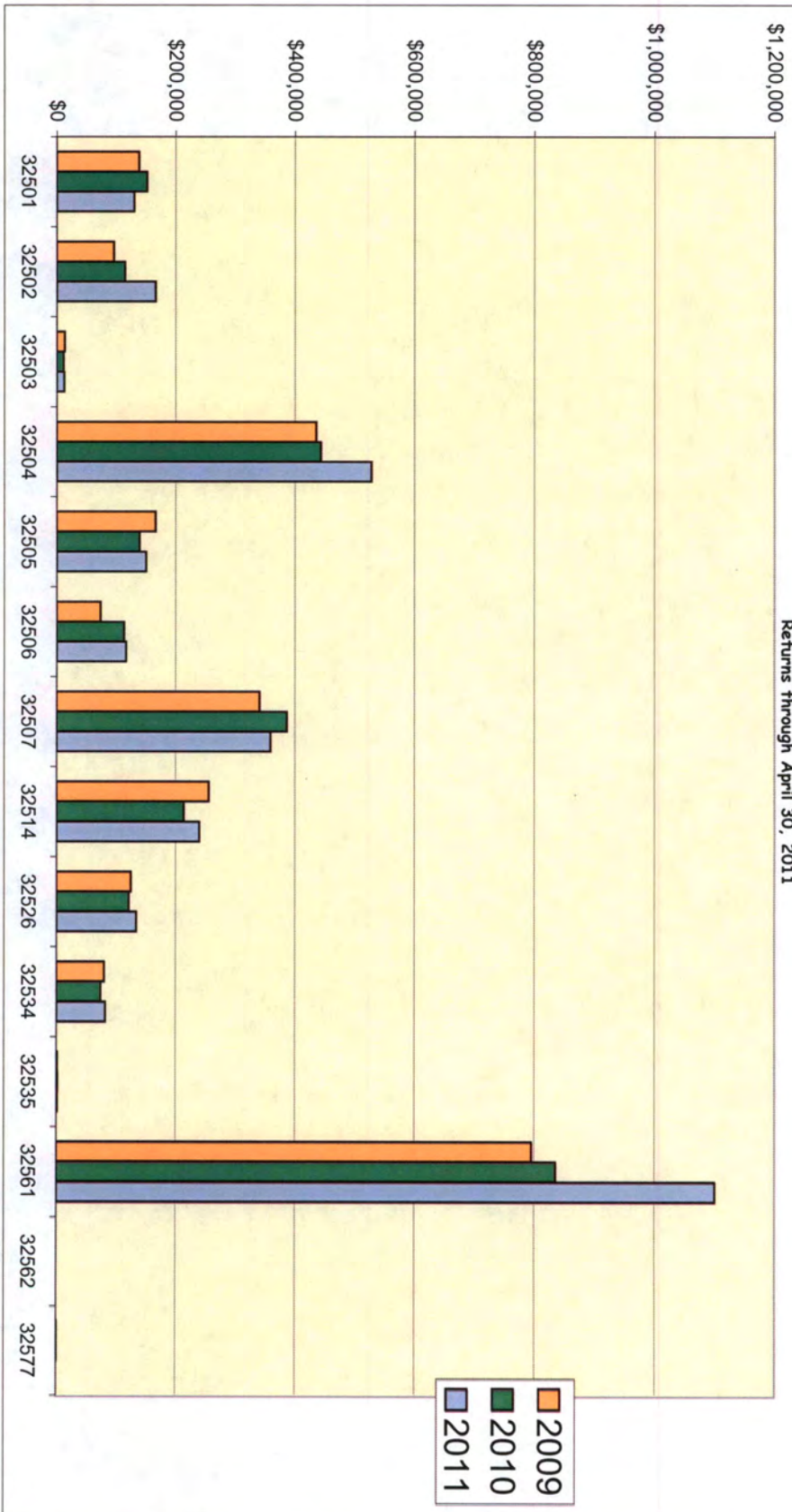
ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2000-2011													
Month Of Collection	For The Month Of	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
OCT	SEP	-	68,206	59,037	61,683	72,025	80,772	100,760	81,708	96,026	92,482	91,634	107,283
NOV	OCT	-	53,748	49,602	61,914	68,243	77,125	87,266	74,882	79,530	77,120	79,474	92,072
DEC	NOV	-	49,252	48,368	51,137	59,544	71,106	76,287	70,980	68,735	61,799	71,492	75,487
JAN	DEC	-	37,986	40,269	41,904	46,802	69,486	65,960	59,933	54,555	56,578	54,917	64,182
FEB	JAN	-	45,200	44,495	48,987	46,458	66,731	67,836	59,728	60,231	58,924	57,295	64,087
MAR	FEB	-	54,344	57,773	58,194	71,404	68,324	74,453	70,895	75,787	71,710	67,158	80,524
APR	MAR	-	82,037	90,216	89,840	100,682	86,518	103,411	109,493	114,717	99,065	110,087	132,563
MAY	APR	-	78,406	78,129	93,398	107,864	85,729	94,971	105,185	101,240	112,756	119,624	139,244
	TOTAL	-	469,179	467,889	507,056	573,022	605,790	670,944	632,804	650,821	630,424	651,680	755,442

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

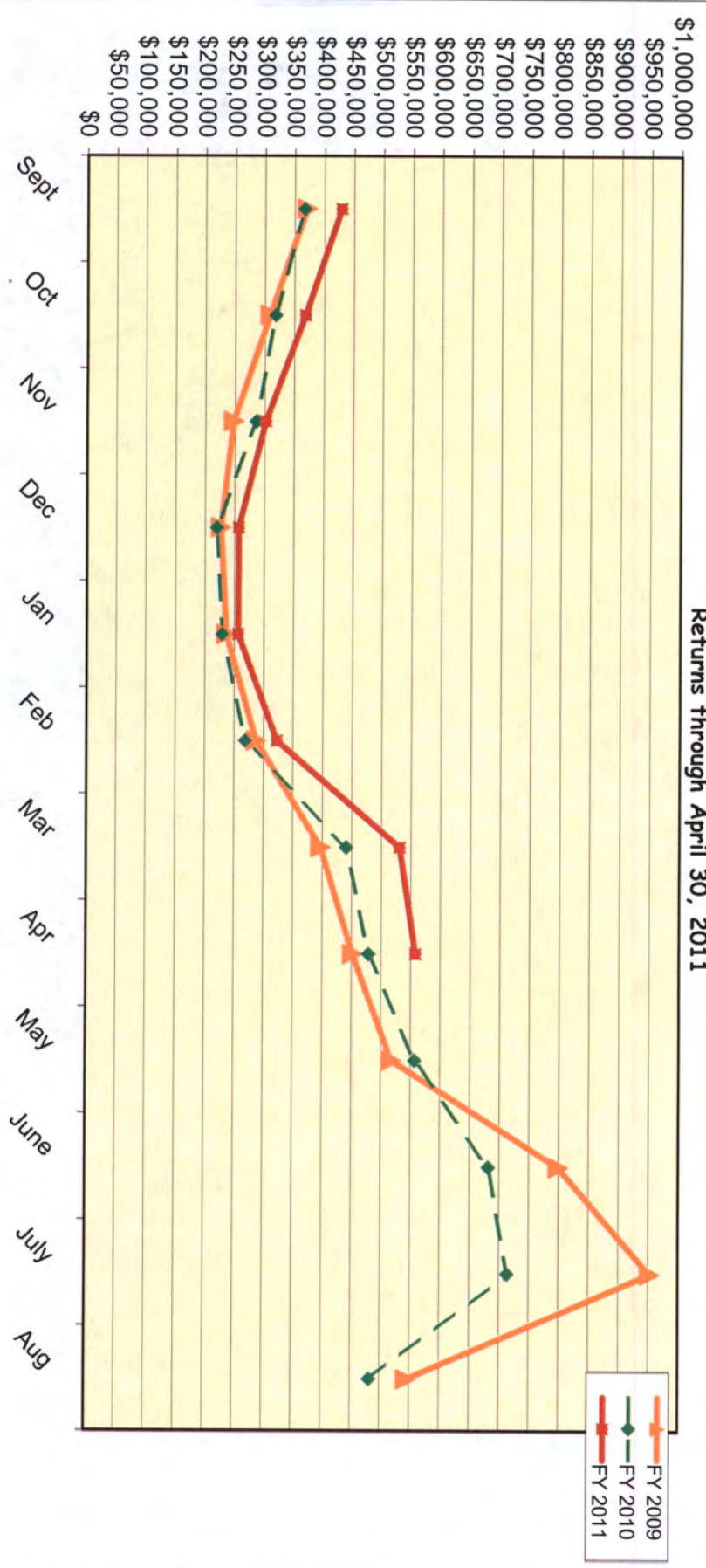
Tourist Development Tax Collections
Fiscal Year 2011
Returns through April 30, 2011



Tourist Development Tax Collections
 Comparison by ZIP Code
 Fiscal Year 2011
 Returns through April 30, 2011



**TOURIST DEVELOPMENT TAX
3 YEAR TRENDLINE
Fiscal Year 2011
Returns through April 30, 2011**





EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
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 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
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 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: June 10, 2011

SUBJECT: May 2011 Investment Report

2011 JUN 10 P 2:06
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 ERNIE LEE MAGAHA

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended May 31, 2011, as required by Ordinance 95-13.

The total portfolio earnings for the month of April equaled \$120,043. The short term portfolio achieved an average yield of .26% benchmarked against the Standard & Poor's Government Investment Pool 30 Day index yield of .05%. The core long-term portfolio achieved an average Yield to Maturity at Cost of 1.19% benchmarked against the Merrill Lynch 1 – 3 Yr. Treasury Index of .36%.

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.

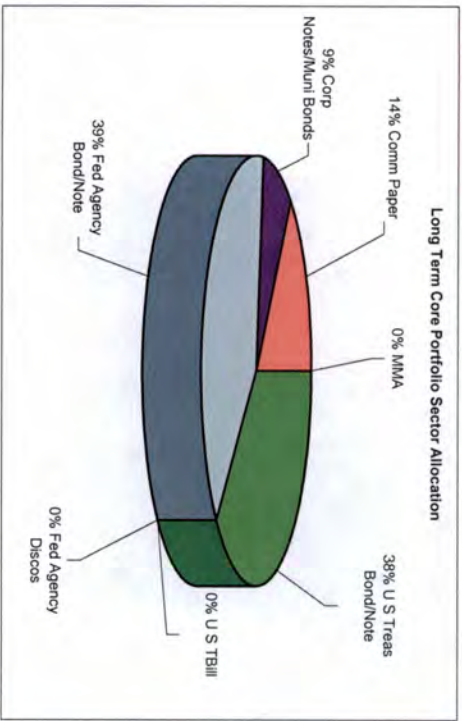
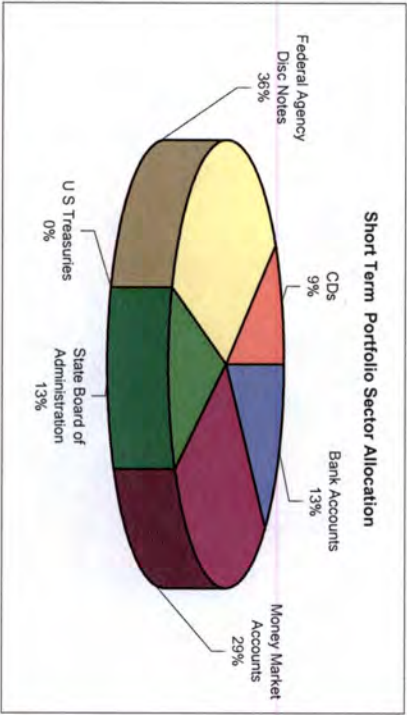
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ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
 INVESTMENT PORTFOLIO SUMMARY REPORT
 FISCAL YEAR 2010-2011
 May 31, 2011

6/16/2011
 CR I-1D

PORTFOLIO COMPOSITION



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year)	Par Value	Market Value	Percent
Bank Accounts	\$ 14,745,860	\$ 14,745,860	13%
Money Market Accounts	32,861,030	32,861,030	29%
State Board of Administration	15,006,518	15,006,518	13%
U S Treasuries	-	-	0%
Federal Agency/Discount Notes	40,000,000	39,990,044	36%
Certificates of Deposit	10,000,000	10,000,000	9%
Total Short Term Portfolio Assets:	\$ 112,613,408	\$ 112,603,452	100%
Short Term Portfolio Yield:	0.26%	YTD Earnings: \$163,115	
Benchmark S&P GIP Index 30 Day:	0.05%		

LONG TERM CORE PORTFOLIO (Maturities > 1 Year):	Par Value	Market Value	Percent
US Treasury Bond/Notes	\$ 37,620,000	\$ 38,088,167	38%
US Treasury Bill	-	-	0%
Federal Agency Discount Notes	-	-	0%
Federal Agency Bond/Note	38,880,000	40,032,597	39%
Corporate Notes/Muni Bonds	8,650,000	9,164,719	9%
Commercial Paper	14,300,000	14,293,977	14%
Federated Govt Money Market Fund	48,344	48,344	0%
Total Managed CORE Assets:	\$99,498,344	\$101,627,803	100%
CORE Portfolio Yield to Maturity at Cost:	1.19%	YTD Earnings: \$ 884,859	
CORE Portfolio Yield to Maturity at Market:	0.86%		
Benchmark Merrill Lynch 1-3 Yr Treasury Index:	0.36%		

Total Portfolio: \$ 212,111,751 \$ 214,231,255
 Current Month Earnings: \$ 120,043
 Year to Date Earnings: \$ 1,047,974

INVESTMENTS PORTFOLIO COMPOSITION
ESCAMBIA COUNTY, FLORIDA
May 31, 2011

Security Description	Purchase Date	Maturity Date	Interest or Coupon Rate	Yield to Maturity	Face Value	Market Value 5/31/2011	Book Value 5/31/2011	Actual Percentage	Portfolio Limit	Issuer Percentage	Issuer Limit	
BANK ACCOUNTS:												
BANK OF AMERICA (DEPOSITORY)			0.30%	NA	14,153,074	14,153,074	14,153,074					
BANK OF AMERICA (SHIP)			0.30%	NA	490,504	490,504	490,504					
BANK OF AMERICA (DDA)			0.30%	NA	102,282	102,282	102,282					
TOTAL BANK ACCOUNT					14,745,860	14,745,860	14,745,860	13.10%				
BRANCH BANKING AND TRUST (MONEY MKT) ACCOUNT												
SUNTRUST NOW (MONEY MKT) ACCOUNT			0.30%	NA	21,687,688	21,687,688	21,687,688			19.26%	10,000%	
TOTAL MONEY MARKET ACCOUNT			0.17%	NA	11,173,342	11,173,342	11,173,342	29.19%	20.00%	9.92%	10,000%	
STATE BOARD OF ADMINISTRATION Acct #141071												
TOTAL STATE BOARD OF ADMINISTRATION			0.24%	NA	15,006,518	15,006,518	15,006,518	13.33%	50.00%			
FEDERAL INSTRUMENTALITIES:												
CANTOR FITZGERALD-FILMC	8/24/2010	8/10/2011	0.29%	0.30%	5,000,000	4,999,609	4,997,181					
CANTOR FITZGERALD-FILMC	11/30/2010	9/13/2011	0.25%	0.25%	5,000,000	4,999,280	4,996,388					
TOTAL CANTOR FITZGERALD					10,000,000	9,998,889	9,993,570			8.89%	25,000%	
MSSB-FINMA	8/24/2010	7/25/2011	0.28%	0.28%	5,000,000	4,999,700	4,997,900					
MSSB-FILMC	12/16/2010	7/13/2011	0.22%	0.22%	5,000,000	4,999,765	4,998,717					
MSSB-FINMA	12/16/2010	9/11/2011	0.21%	0.21%	5,000,000	4,999,380	4,997,317					
TOTAL MSSB CITIGROUP					15,000,000	14,998,825	14,993,935			13.32%	25,000%	
RBC-FILMC	12/16/2010	8/17/2011	0.24%	0.24%	5,000,000	4,999,570	4,997,433					
RBC-FILMC	12/16/2010	12/12/2011	0.32%	0.33%	5,000,000	4,997,305	4,991,377					
RBC-FHLB	2/15/2011	2/8/2012	0.28%	0.28%	5,000,000	4,995,455	4,990,200					
TOTAL RBC					15,000,000	14,992,330	14,979,010			13.31%	0.00%	
TOTAL FEDERAL INSTRUMENTALITIES					40,000,000	39,990,044	39,966,515	35.50%	100.00%			
CERTIFICATES OF DEPOSITS:												
COMPASS BANK	5/13/2011	2/13/2012	0.23%	0.23%	5,000,000	5,000,000	5,000,000					
TOTAL COMPASS BANK					5,000,000	5,000,000	5,000,000			4.44%	10,000%	
BB&T	11/30/2010	8/30/2011	0.29%	0.29%	5,000,000	5,000,000	5,000,000					
TOTAL BB&T BANK					5,000,000	5,000,000	5,000,000			4.44%	10,000%	
TOTAL CERTIFICATES OF DEPOSITS					10,000,000	10,000,000	10,000,000	8.88%	20.00%			
TOTAL INVESTMENTS												
INTEREST RECEIVABLE AS OF:	5/31/2011				112,613,408	112,603,452	112,579,922	100.00%				
TOTAL EQUITY IN INVESTMENTS AS OF:	5/31/2011						7,869					
TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF:	5/31/2011						112,587,791					
TOTAL EQUITY IN INVESTMENTS AS OF:	5/31/2011						101,198,485					
							213,786,276					



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 ◆

AI-924 **Clerk & Comptroller's Report** **Item #: 14. 2.**

BCC Regular Meeting

Meeting Date: 06/16/2011
Issue: Acceptance of Documents
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

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 original Florida Boating Improvement Program Grant Agreement, FWC Contract No. 10240, as executed by the Chairman on April 28, 2011, based on the Board's August 5, 2010, action authorizing submittal of the Grant Application for the Mahogany Mills Boat Ramp Project, and received in the Clerk to the Board's Office on May 25, 2011; and
- B. The Escambia County Health Facilities Authority, Pensacola, Florida, Financial Statements September 30, 2010 and 2009, as provided by Paula G. Drummond, Executive Director/Counsel, Health Facilities Authority, and received in the Clerk to the Board's Office on May 27, 2011.

Attachments

20110616 CR I-2

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

ITEMS ADDED TO THE AGENDA – COMMISSIONER GENE M. VALENTINO

1. Mahogany Mills Boat Ramp Project



Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, taking the following action concerning a Florida Boating Improvement Program (FBIP) Grant Application for the Mahogany Mills Boat Ramp Project (Funding: Fund 351, Local Option Sales Tax II, and Fund 352, Local Option Sales Tax III – \$27,000 available in required matching funds [if Grant approved and funded]):

- A. Authorizing the submittal of the FBIP Grant Application for the Mahogany Mills Boat Ramp Project;
- B. Adopting the authorizing Resolution (*R2010-153*), which includes designating the Project Manager, allowing him the authority to apply for and administer the Grant on behalf of the Applicant (Escambia County Board of County Commissioners); and
- C. Authorizing the Chairman or his designee to sign, subject to Legal approval, and submit the completed Grant Application and any documents required by this Grant Application and subsequent acceptance, without further action of the Board.

ITEMS ADDED TO THE AGENDA – COMMISSIONER WILSON B. ROBERTSON

1. Scheduling of a Public Hearing

Motion made by Commissioner Robertson, seconded by Commissioner White, and carried 4-0, with Commissioner Valentino abstaining (*and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*), authorizing the scheduling of a Public Hearing for August 19, 2010, at 5:36 p.m., for consideration of the renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Rolling Hills C&D Debris Facility, owned by South Palafox Properties, LLC.



Florida Fish and Wildlife Conservation Commission

Commissioners

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Chair
Miami

Richard A. Corbett
Vice Chair
Tampa

Kathy Barco
Jacksonville

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Delray Beach

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Winter Park

Brian S. Yablonski
Tallahassee

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Nick Wiley
Executive Director

Greg Holder
Assistant Executive Director

Karen Ventimiglia
Deputy Chief of Staff

Division of
Law Enforcement
Colonel Jim Brown
Director

(850) 488-6251
(850) 921-6453 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

May 9, 2011

Robert Turpin, Manager
Marine Resources Division
Escambia County
1190 West Leonard Street
Pensacola, Florida 32501

RE: Contract No. 10240
Florida Boating Improvement Program (FBIP) Grant Agreement
Mahogany Mill Public Boat Ramp: Design and Engineering

Dear Mr. Turpin:

Enclosed is an original of the fully-executed Agreement, FWC 10240, for the Florida Boating Improvement Program (FBIP) project, Mahogany Mill Public Boat Ramp. Please note that work on the project must begin within 90 days of the execution date, May 9, 2011.

Also enclosed is a Monthly Project Progress Report form to use for submitting monthly activity reports outlining the progress of the project pursuant to the Scope of Services of the Grant Agreement.

If you have any questions or need further information, please contact Tim Woody at (850) 410-0656, extension 17173, or e-mail tim.woody@MyFWC.com. You may also contact Katrina Thompson at (850) 410-0656, extension 17382, or email katrina.thompson@MyFWC.com.

Sincerely,

Erica Bradley, Grants Administrative Assistant
Florida Boating Improvement Program
Boating and Waterways Section

/eb
Enclosures

6/16/2011
CR I-2A

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

1019 N. 12th Avenue • Pensacola, FL 32501

Mailing Address:
P.O. Box 2667
Pensacola, FL 32513-2667

(850) 432-7555
(850) 433-8845 fax

May 27, 2011

Hon. Ernie Lee Magaha
Attn: Office of Clerk to the Board
of County Commissioners
221 Palafox Place Suite 130
Pensacola, FL 32502

Dear Mr. Magaha:

Enclosed for filing with the office of the Clerk to the Board of County Commissioners is a copy of the audit of the operations of the Escambia County Health Facilities Authority for the fiscal year ending September 30, 2010.

If additional information is needed about the enclosed, please contact me.

Very truly yours,



Paula G. Drummond
Executive Director/Counsel

PGD:dl
ENC

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MAY 27 2011 10:01 AM
P. G. DRUMMOND

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
PENSACOLA, FLORIDA
FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009**

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2010 AND 2009

CONTENTS

	PAGE
Independent Auditor's Report	1
Management's Discussion and Analysis	3
Basic Financial Statements:	
Statements of Net Assets	8
Statements of Revenues, Expenses, and Changes in Net Assets	9
Statements of Cash Flows	10
Notes to Financial Statements	11
Supplementary Information:	
Budgetary Comparison Schedule	19
Other Reports:	
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	20
Management Letter	

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

We have audited the accompanying basic financial statements of Escambia County Health Facilities Authority (the "Authority"), as of and for the years ended September 30, 2010 and 2009, as listed in the table of contents. These financial statements are the responsibility of the Authority's management. Our responsibility is to express opinions on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we 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. We believe that our audits provide a reasonable basis for our opinions.

In our opinion, the basic financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of the Authority as of September 30, 2010 and 2009, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 14, 2011, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audits.

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and Budgetary Comparison Schedule on pages 3 through 7 and page 19, respectively, be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Saltmarsh Cleveland & Bend

Pensacola, Florida
March 14, 2011

6/16/2011
CR I-2B

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2010 AND 2009**

The following is a narrative overview and analysis of the Authority's significant financial activities for the fiscal year ended September 30, 2010.

Operational Highlights

- The Escambia County Health Facilities Authority (the "Authority") has been in operation since 1975. The Authority is constituted as a public instrumentality, and the exercise by the Authority of the powers conferred upon it by Florida law is held to be the performance of an essential public function. Its primary mission is to provide health facilities within its jurisdiction with the means to assist with the development and maintenance of the public health. It accomplishes this mission by providing health care organizations with capital financing at tax exempt rates to fund the facilities and structures needed by the community. The Authority is self supporting and receives no federal, state or local governmental funding. The Authority receives no tax revenues from any source, and has no taxing power. Its operations are funded through revenues generated by its financing activities, and investment earnings on its reserves. By law, the Authority must maintain its operations until all of its outstanding bonds have matured and been redeemed.
- The Authority issues its tax exempt revenue bonds and notes to finance capital projects for non-profit health care organizations under the provisions of Chapters 154 and Chapter 159, Florida Statutes; the Internal Revenue Code of 1986, as amended; and other applicable laws and regulations. The Authority is also called upon from time to time to consider and approve amendments or supplements to the financing documents associated with its outstanding bonds. Since 1975 the Authority has issued more than \$790,000,000 in 32 series of revenue and/or refunding bonds to finance or refinance projects for 12 separate health care organizations. The majority of the bond issues have benefited local hospital systems and their affiliated facilities within the State of Florida. See Note 7 - Conduit Debt Obligations for additional information on the Authority's financing activities.
- During fiscal year 2010 the Authority issued \$170,000,000 in two series of bonds to finance capital projects for Baptist Hospital, Inc. under a plan of finance approved in fiscal years 2008 and 2009. The Authority also took action at the request of Azalea Trace, Inc., the borrower under the Authority's Series 2003 A&B bonds, to approve 2010 transaction documents which replaced certain letters of credit and liquidity facilities; replaced the remarketing agent; and replaced Master Indenture Obligations. These transaction documents provided additional credit support for the bonds.
- On September 30, 2010, the Authority had \$401,195,568 in outstanding revenue and refunding bonds. The following table shows the name of each outstanding bond issue, their original issue dates, maturity dates, and current amounts outstanding:

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2010 AND 2009**

Operational Highlights (Continued)

Name of Issue	Issue Date	Maturity Date	Amount Outstanding on 9-30-2010
\$4,700,000 Revenue Bonds (Florida Convalescent Center) Series 1987 A&B	12/09/87	01/01/11	\$350,000
\$154,515,000 Revenue Bonds (Florida Health Care Facility Loan Program) Series 2000 A	07/25/00	07/01/20	\$13,700,000
\$41,105,000 Revenue Bonds (Ascension Health Credit Group) Series 2002 C	08/15/02	11/15/32	\$41,105,000
\$191,850,000 Revenue Bonds (Ascension Health Credit Group) Series 2003 A	03/01/03	11/15/14	\$135,845,000
\$12,320,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.) Series 2003 A	07/24/03	11/15/15	\$6,840,000
\$25,395,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.) Series 2003 B	07/24/03	11/15/29	\$25,395,000
\$8,600,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 A	06/01/05	06/05/30	\$7,597,710
\$900,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 A	08/23/05	07/05/30	\$793,828
\$15,000,000 Revenue Bond (Baptist Hospital, Inc.) Series 2009	12/09/09	11/01/19	\$14,569,030
\$155,000,000 Health Care Facilities Revenue Bonds (Baptist Hospital, Inc.) Series 2010A	02/15/10	08/15/36	\$155,000,000

- The Authority had a net loss for fiscal year 2010 of \$159,309. This loss was attributable to the charitable grants provided by the Authority to the Escambia County Board of County Commissioners and three local non-profit health care providers in Escambia County over the course of the fiscal year. Interest earnings on funds invested in liquid depository accounts remained low, resulting in minimal investment earnings on those accounts. Early in the fiscal year the Authority was able to invest proceeds from matured certificates of deposit into a managed custodial investment account. The investments are limited to U.S. Government obligations, highly rated federal agency mortgaged backed securities, and FDIC guaranteed corporate bonds. These investments generate better earnings for the Authority than conventional bank or certificate of deposit rates, but earnings remain well below amounts achieved before the economic recession.
- At the end of fiscal year 2010, the Authority had net assets of \$3,371,279. Of these funds, \$3,000,000 are designated as restricted on the advice of the Authority's tax counsel and accountants. These funds were received from its Series 2000 A Loan Program Bond Issue and the transactions described in Note 5 to these financial statements. The restriction on expenditure of these funds is a result of several factors. The most significant factor is the deteriorating financial condition and credit rating downgrade to Caa2 of the Series 2000 A bond insurer, Ambac Assurance Corporation (AAC), and its affiliated companies, which provide the interest rate swap and bond insurance financial products for the bond issue. AAC is undergoing restructuring by the Commissioner of Insurance for the State of Wisconsin. The Authority is monitoring the situation. The other factors include current negative economic conditions, and the necessity to maintain reserves to fund operating expenses of the Authority over the long term.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2010 AND 2009**

Operational Highlights (Continued)

- The Authority continued its Charitable Grant Program (the "Program") during the fiscal year. The Program provides grants to qualified nonprofit charitable organizations in Escambia County which apply for specific health care related project funding, subject to funds being available in the Authority's budget. Funds were available for grants in fiscal year 2010 due to bond issuance activity which generated financing fee income for the Authority. Grants are not loans and do not need to be repaid by the recipients. The purpose of the Program is to increase the amount of funding available to local charitable organizations, and to assist them in enhancing their health care related services to the residents of our community.
- Grant funds distributed during the 2010 fiscal year totaled \$256,406, which included payments towards grants approved in fiscal year 2009 for payment commencing October 1, 2009. Of this total, \$200,000 was contributed to the Escambia County Board of County Commissioners at their request to enable the County to meet projected budget shortfalls in its annual contributions to certain human health service agencies in Escambia County. Pursuant to a written agreement between the Authority and Escambia County executed on September 3, 2009, the Authority provided this grant as a one time contribution, payable in quarterly installments of \$50,000 commencing October 1, 2009. Other grant recipients were the Council on Aging of Northwest Florida to upgrade their aged computers and technology to current standards (\$26,433); Healthy Start Coalition for its educational media campaign to raise awareness of the dangers of co-sleeping with infants (\$7,500); and the HIV Care Center, Inc. to upgrade computer systems and software required to maintain federal funding for medical care and services to uninsured HIV patients (\$22,473). During the last quarter of the fiscal year, the Authority voted to suspend grant funding after October 1, 2010 (fiscal year 2011). The decision resulted from the significant decrease in its unrestricted fund balance, and unfavorable financial projections as the Authority does not expect bond issuance activity during fiscal year 2011.
- On October 1, 2007 the Authority had the majority of its liquid assets (\$2.74 million) invested in the State of Florida Board of Administration Local Government Investment Pool (LGIP). In late November 2007 the State Board of Administration Trustees suspended withdrawals and restructured the LGIP into two funds, the LGIP fund and the Pool B Fund. See Note 2 for further information about these transactions. Participants were not able to withdraw any funds from the Pool B Fund. The Authority withdrew the majority of its funds from the LGIP during fiscal year 2008 and invested the proceeds in certificates of deposit at local banks. Since 2008 the Authority has periodically received distributions from its Pool B Fund accounts.

During fiscal year 2010, the Authority realized \$23,137 in pro-rata distributions from its Pool B accounts. On September 30, 2010, its LGIP accounts held fund balances totaling \$152,669; its Pool B accounts contained \$79,026, of which \$23,150 was designated as unrealized loss of principal.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. They are: 1) entity-wide financial statements and 2) notes to the financial statements.

**6/16/2011
CR I-2B**

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2010 AND 2009**

Overview of the Financial Statements (Continued)

Entity-wide financial statements are designed to provide readers with a broad overview of the Authority's finances in a manner similar to a private-sector business. The Statement of Net Assets presents information on all the Authority's assets and liabilities, with the difference between the two reported as net assets. The Statements of Revenues, Expenses, and Changes in Net Assets present information showing how the Authority's net assets have changed during the most recent fiscal year end. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the entity-wide financial statements. The notes to the financial statements can be found on page 11 of this report.

Summary of Financial Condition

Escambia County Health Facilities Authority's Net Assets

	<u>2010</u>	<u>2009</u>
Current Assets	\$ 3,340,505	\$ 3,496,140
Non-Current Assets:		
Investments	55,876	56,103
Capital assets	2,901	4,309
Other assets	450	450
	<u>59,227</u>	<u>60,862</u>
Total Assets	<u>\$ 3,399,732</u>	<u>\$ 3,557,002</u>
Current Liabilities	\$ 18,918	\$ 17,719
Non-Current Liabilities	<u>9,535</u>	<u>8,695</u>
Total Liabilities	<u>28,453</u>	<u>26,414</u>
Net Assets:		
Invested in capital assets, net of related debt	2,901	4,309
Designated for bonds	3,000,000	3,000,000
Designated for grants	-	226,433
Unrestricted	368,378	299,846
	<u>3,371,279</u>	<u>3,530,588</u>
Total Liabilities and Net Assets	<u>\$ 3,399,732</u>	<u>\$ 3,557,002</u>

**6/16/2011
CR I-2B**

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2010 AND 2009**

**Escambia County Health Facilities Authority's Revenues,
Expenses, and Changes in Net Assets**

	2010	2009
Operating Revenues	\$ 278,879	\$ 109,491
Operating Expenses	(238,896)	(230,036)
Nonoperating Expenses	(199,292)	(8,300)
Change in Net Assets	(159,309)	(128,845)
Net Assets - Beginning of Year	3,530,588	3,659,433
Net Assets - End of Year	\$ 3,371,279	\$ 3,530,588

At the end of the fiscal year the Authority had net assets of \$3,371,279, which is a decrease of \$159,309 from the net assets at the beginning of the fiscal year. Total investment income was \$57,114, which represents a slight decrease in investment earnings from the prior fiscal year. The total operating expenses for the fiscal year were \$238,896, of which \$180,700 was distributed for payroll and related expenses.

Requests for Information

Questions concerning any of the information provided in this report or requests for additional financial information should be directed to the following address:

Escambia County Health Facilities Authority
Attn: Executive Director
P.O. Box 2667
Pensacola, FL 32513-2667

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF NET ASSETS
SEPTEMBER 30, 2010 AND 2009

ASSETS

	2010	2009
Current Assets:		
Cash and cash equivalents	\$ 687,594	\$ 1,973,732
Certificates of deposit	-	1,351,141
Investments	2,651,448	129,148
Refund receivable	-	425
Interest receivable	-	41,583
Prepaid insurance	1,463	111
Total current assets	3,340,505	3,496,140
Non-Current Assets:		
Investments	55,876	56,103
Capital assets, net of accumulated depreciation	2,901	4,309
Deposits	450	450
Total non-current assets	59,227	60,862
Total Assets	\$ 3,399,732	\$ 3,557,002

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable	\$ 519	\$ -
Accrued expenses	2,506	3,228
Compensated absences	15,893	14,491
Total current liabilities	18,918	17,719
Non-Current Liabilities:		
Compensated absences	9,535	8,695
Total liabilities	28,453	26,414
Net Assets:		
Invested in capital assets, net of related debt	2,901	4,309
Unrestricted:		
Designated for bonds	3,000,000	3,000,000
Designated for grants	-	226,433
Undesignated	368,378	299,846
Total net assets	3,371,279	3,530,588
Total Liabilities and Net Assets	\$ 3,399,732	\$ 3,557,002

The accompanying notes are an integral part of these financial statements.

6/16/2011
CR I-2B

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
YEARS ENDED SEPTEMBER 30, 2010 AND 2009

	2010	2009
Operating Revenues:		
Fees -		
Annual bond	\$ 40,118	\$ 52,617
Monthly	1,261	1,349
Bond and issuer counsel	225,000	55,505
Bond counsel reimbursement	12,500	
Membership dues reimbursement	-	20
Total operating revenues	278,879	109,491
Operating Expenses:		
Accounting and auditing	16,654	14,184
Bond and issuer counsel fees	-	14,145
Bond issuance	8,012	10,559
Contract labor	1,295	-
Depreciation	1,408	1,984
Dues and subscriptions	1,675	1,545
Office expense	4,024	10,450
Payroll	153,328	121,523
Payroll taxes	10,115	7,929
Pension and benefits	17,257	20,155
Rent	11,090	11,140
Seminars, training, and travel	14,038	16,422
Total operating expenses	238,896	230,036
Operating Income (Loss)	39,983	(120,545)
Nonoperating Revenues (Expenses):		
Investment income	57,114	59,389
Grants	(256,406)	(67,689)
Total nonoperating expenses, net	(199,292)	(8,300)
Change in Net Assets	(159,309)	(128,845)
Net Assets - Beginning of Year	3,530,588	3,659,433
Net Assets - End of Year	\$ 3,371,279	\$ 3,530,588

The accompanying notes are an integral part of these financial statements.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2010 AND 2009**

	2010	2009
Cash Flows From Operating Activities:		
Receipts from health facilities and others	\$ 271,292	\$ 109,066
Payments to vendors	(76,981)	(108,379)
Payments to grantees	(256,406)	(116,514)
Payments to employees	(151,808)	(111,473)
Net cash used in operating activities	(213,903)	(227,300)
Cash Flows From Investing Activities:		
Purchases of investments	(6,433,171)	(1,002,556)
Sales and maturities of investments	5,262,239	599,925
Purchase of capital assets	-	(2,489)
Receipts from investment income	98,697	42,475
Net cash used in investing activities	(1,072,235)	(362,645)
Net Decrease in Cash and Cash Equivalents	(1,286,138)	(589,945)
Cash and Cash Equivalents, Beginning of Year	1,973,732	2,563,677
Cash and Cash Equivalents, End of Year	\$ 687,594	\$ 1,973,732
Reconciliation of Operating Loss to Net Cash Used in Operating Activities:		
Operating income (loss)	\$ 39,983	\$ (120,545)
Adjustments to reconcile income (loss) from operations to net cash used in operating activities:		
Depreciation	1,408	1,984
Grants	(256,406)	(67,689)
Changes in:		
Refund receivable	425	(425)
Prepaid insurance	(1,352)	223
Accounts payable	519	(2,073)
Accrued expenses	(722)	(1,631)
Compensated absences	2,242	11,681
Charitable grants payable	-	(48,825)
Net cash used in operating activities	\$ (213,903)	\$ (227,300)

The accompanying notes are an integral
part of these financial statements.

**6/16/2011
CR I-2B**

NOTES TO FINANCIAL STATEMENTS

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Reporting Entity:

The Escambia County Health Facilities Authority (the "Authority") was created on March 6, 1975 by resolution of the Escambia County Board of County Commissioners. The Authority members are appointed by the Escambia County Board of County Commissioners, with the operation and administration of the Authority governed by Chapter 154 Part III, Chapter 159 Part II, and Chapters 163 and 189 of the Florida Statutes. The Authority is self-supporting and generates revenues by providing financing for governmental and non-profit health care facilities within and outside of the State of Florida. There are no other component units which form the reporting entity.

Measurement Focus, Basis of Accounting and Financial Statement Presentation:

The Authority has adopted the provisions of Governmental Accounting Standards Board Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-For State and Local Governments* and Statement No. 37, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments: Omnibus*.

The financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

The Authority distinguishes between operating and nonoperating revenues and expenses. Operating revenues and expenses consist of charges for services and the costs of providing those services, including depreciation. All other revenues and expenses are reported as nonoperating.

The Authority applies all applicable Governmental Accounting Standards Board ("GASB") pronouncements. Additionally, the Authority applies pronouncements of the Financial Accounting Standards Board ("FASB") and its predecessor bodies, issued on or before November 30, 1989, unless those pronouncements contradict or conflict with GASB pronouncements.

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.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Budget Policies:

The Authority utilizes the following procedures in establishing budgetary data:

The Executive Director submits to the Board of Directors the proposed annual budget for the fiscal year commencing the next October 1. The Board of Directors legally enacts the budget through adoption. Significant expenses arising throughout the fiscal year that were not included in the original budget are presented to the Board of Directors and approved prior to being incurred. The budget is reviewed by the Executive Director and the Board of Directors at least quarterly, and is amended as deemed appropriate.

The budget is presented on the cash basis of accounting. During the fiscal year, expenses were controlled at the total expenses level.

Budgetary Basis of Accounting:

The budget is prepared on a basis that differs significantly from generally accepted accounting principles. The primary differences are as follows:

- 1) The budget does not include a provision for depreciation expense.
- 2) The budget does not include deferrals or accruals related to prepaid assets, receivables, payables, or accrued expenses which are included in the results of operations under generally accepted accounting principles.

The budget amounts shown in the financial statements are the final authorized amounts as amended during the year.

Cash and Cash Equivalents:

For purposes of the statement of cash flows, the Authority considers all highly liquid investments with an original maturity of three months or less to be cash equivalents, excluding investments in the Local Government Surplus Funds Trust Fund Investment Pool.

Maturities and reinvestments of invested funds are shown as purchases and sales and maturities of investments in the statement of cash flows.

Capital Assets:

Capital assets are recorded at cost and are depreciated over the estimated useful lives of individual assets. Estimated useful life is management's estimate of the length of time that the asset is expected to meet service demands. The straight-line method of depreciation is used based on an estimated useful life of five years.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Compensated Absences:

It is the Authority's policy to permit employees to accumulate an unlimited amount of earned but unused paid time off. Accordingly, the Authority records an accrual for earned but unused paid time off in accordance with Government Accounting Standards Board Statement No. 16, *Accounting for Compensated Absences*. Accrued but unused paid time off expected to be used within the next fiscal year is recorded as a current liability in the accompanying financial statements. The amount expected to be carried forward to future years is recorded as a non-current liability.

NOTE 2 - DEPOSITS AND INVESTMENTS

Credit Risk:

The investment of surplus funds and restricted reserve funds is governed by the provisions of Section 218.415, Florida Statutes, and Subsection 16 as to the types of investments that can be made. Investments authorized by the Authority's investment policy and state statute include:

- (a) The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes.
- (b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, Florida Statutes.
- (d) Direct obligations of the U.S. Treasury.
- (e) Federal agencies and instrumentalities.
- (f) Securities of, or other interests in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009**

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk (Continued):

In November 2007, the State Board of Administration ("SBA") implemented a temporary freeze on assets held in the Local Government Surplus Funds Trust Fund Investment Pool ("Pool") due to an unprecedented amount of withdrawals from the Pool coupled with the absence of market liquidity for certain securities within the Pool. The significant amount of withdrawals followed reports that the Pool held asset-backed commercial paper that was subject to sub-prime mortgage risk. In December 2007, based on recommendations from an outside financial advisor, the SBA restructured the Pool into two separate pools. The Local Government Surplus Funds Trust Fund ("LGIP") consisted of all money market appropriate assets, which was approximately \$12 billion or 86% of Pool assets. Fund B Surplus Funds Trust Fund ("Fund B") consisted of assets that either defaulted on a payment, paid more slowly than expected, and/or had any significant credit and liquidity risk, which was approximately \$2 billion or 14% of Pool assets. At the time of restructuring, pool participants had their balances proportionately allocated into the LGIP and Fund B.

Although the Authority's investment policy does not contain a credit quality rating requirement from a nationally recognized rating agency for the LGIP, Standard and Poor's Ratings Services assigned its "AAAm" principal stability fund rating to the LGIP as of September 30, 2010. The LGIP is an external 2a7-like investment pool, in which the fair value of the Authority's position in the pool is the same as the value of the pool shares. Fund B is a fluctuating net asset value ("NAV") pool, and the fair value factor applied to the cost of investments in Fund B was .707058094 as of September 30, 2010. Fund B was not rated by a nationally recognized statistical rating agency as of September 30, 2010.

Participants cannot make additional deposits into, or any withdrawals from, Fund B. Participants in Fund B will receive periodic distributions to the extent that Fund B receives proceeds deemed material by the SBA from (1) the natural maturities of securities, coupon interest collections, or collateral interest and principal paydowns; or (2) the sale of securities, collateral liquidation, or other restructure and workout activities undertaken.

Additional information regarding the Local Government Surplus Funds Trust Fund may be obtained from the State Board of Administration.

The Authority's mortgage backed securities are "AAA" rated federal agency mortgage backed securities.

Although the Authority's investment policy does not contain a credit quality rating requirement from a nationally recognized rating agency for its investments in corporate bonds, Moody's Investor Services assigned its "Aaa" rating to the Authority's investments in corporate bonds as of September 30, 2010. These bonds are guaranteed by the Federal Deposit Insurance Corporation under its Temporary Liquidity Guarantee Program, specifically the Debt Guarantee Program.

Interest Rate Risk:

The Authority's investment policy does not limit investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

**6/16/2011
CR I-2B**

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009**

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Concentration of Credit Risk:

The Authority places no limit on the amount that they may invest in any one issuer. As of September 30, 2010, 8% of the Authority's investments were in the Local Government Surplus Funds Trust Fund and the Fund B Surplus Funds Trust Fund, while the remaining 92% of investments were in U.S. Government obligations, mortgage-backed securities, and corporate bonds through a custodial account.

Deposits:

At September 30, 2010, the carrying amount of the Authority's deposits was \$687,594, and the bank balance was \$664,967, all of which was held by qualified public depositories under Chapter 280, Florida Statutes. Accordingly, these deposits are considered to be fully insured.

Investments:

As of September 30, 2010, the Authority had the following investments:

Investment	Maturities	Fair Value
Local Government Surplus Funds Trust Fund	Average of 52 days	\$ 152,669
Fund B Surplus Funds Trust Fund	Average of 7.49 years	55,876
U.S Government obligations	Average of 1.29 years	1,934,371
Mortgage-backed securities	Average of 8.79 years	343,785
Corporate bonds	Average of 1.65 years	220,623
		<u>\$ 2,707,324</u>

NOTE 3 - CAPITAL ASSETS

Changes in capital assets were as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
Office equipment	\$ 15,730	\$ -	\$ (471)	\$ 15,259
Less accumulated depreciation	(11,421)	(1,408)	471	(12,358)
	<u>\$ 4,309</u>	<u>\$ (1,408)</u>	<u>\$ -</u>	<u>\$ 2,901</u>

6/16/2011

CR I-2B

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009**

NOTE 4 - COMPENSATED ABSENCES

Compensated absences consist of accumulated unpaid paid time off, which covers personal or family member illness, medical care, bereavement leave, or other personal time off. Changes in compensated absences were as follows:

	Beginning Balance	Additions	Payments	Ending Balance	Current Portion
Compensated absences	\$ 23,186	\$ 17,554	\$ (15,312)	\$ 25,428	\$ 15,893

NOTE 5 - HEALTH CARE FACILITY REVENUE BONDS, SERIES 2000 A & B

During fiscal year 2005, the Authority exercised its right to forward terminate certain interest rate swap agreements in connection with the Series 2000 bonds. This transaction generated a substantial cash premium which was used to redeem all of the Series 2000B bonds, to redeem all but \$17,600,000 of the Series 2000A bonds, and to pay certain other costs and expenses associated with the bond program. The Authority received in total \$4,400,000 from the swap termination proceeds and other excess funds after the Series 2000A bond redemption in July 2005. During fiscal year 2005, the Authority implemented its Charitable Grant Program and designated a portion of these proceeds to fund charitable grants. See Note 9 for more information on the Charitable Grant Program. Additionally, during the year ended September 30, 2008, the Authority designated \$3,000,000 of the swap termination proceeds for possible future bond redemption expenses. The amount of bonds outstanding in Series 2000A was \$13,700,000 and \$14,670,000 at September 30, 2010 and 2009, respectively.

NOTE 6 - RISK MANAGEMENT

The Authority is exposed to various levels of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority does not carry insurance against these risks. The Authority has implemented a policy that any check drawn on an Authority account in the amount of \$50,000 or more requires the signatures of two authorized signors on the account. The Authority does maintain a crime shield policy that covers the Authority against theft up to \$50,000. There have been no losses for these risks in any of the prior three fiscal years, and the Authority is not aware of any liabilities related to these risks as of September 30, 2010.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009**

NOTE 7 - CONDUIT DEBT OBLIGATIONS

The Authority issues Health Facilities Revenue Bonds under the provisions of Chapter 154, Part III and Chapter 159, Part II, Florida Statutes, to fund various types of health facility projects for private sector non profit health care organizations. The bond issues are limited obligations of the Authority payable only from funds made available by the borrowers under the terms of financing documents for each issue. The Authority has no obligation to pay the outstanding debt from its general revenues. The Authority has no taxing power and the bonds do not constitute a debt or pledge of the full faith and credit of the Authority, Escambia County, the State of Florida or any political subdivision thereof. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

The outstanding balance of conduit debt obligations issued by the Authority was \$401,195,568 and \$298,188,489 at September 30, 2010 and 2009, respectively.

NOTE 8 - PENSION PLANS

The Authority's employee is covered by the Florida Retirement System ("System"), a non-contributory multiple-employer public employee retirement system. The Authority's employee is included in the class of regular employees, whose participants retire with 30 years of credited service or at age 62 with 6 years of credited service are entitled to a benefit, payable monthly for life, equal to 1.6% of their average final compensation for each year of credited service. Average final compensation is the employee's average salary for the five highest years of salary earned during covered employment. Benefits fully vest on reaching 6 years of credited service. Vested employees may retire before age 62 or 30 years of credited service and receive reduced retirement benefits. The System also provides death and disability benefits. Benefits are established by Chapter 121, Florida Statutes.

The System issues a publicly available financial report that includes financial statements and required supplementary information for the System. That report may be obtained by writing to Florida Division of Retirement, 2639 N. Monroe Street, and Building C, Tallahassee, Florida 32399 or calling 1-850-422-5706.

The Authority is required by State statute to make contributions to the System equal to a certain percent of covered employees' salaries. This percentage was 10.77% for July 1, 2009 through September 30, 2010, for regular employees. Contributions for the years ended September 30, 2010, 2009, and 2008 were \$7,892, \$10,814, and \$9,751, respectively.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009**

NOTE 9 - CHARITABLE GRANT PROGRAM

The Authority established its Charitable Grant Program during fiscal year 2005 to improve health care related services to residents of Escambia County, Florida. The original grant fund of \$1.2 million has been fully expended. The Authority designated the interest earnings on certain of its investments to be used for future charitable grants after the original grant fund was expended. At the beginning of the fiscal year, \$226,433 was available to fund grants. As interest earnings were minimal during the fiscal year, the available grant fund balance was not increased.

During fiscal year 2010, the Authority distributed the remaining \$226,433 grant fund balance (plus \$29,973 of undesignated funds) to assist the following non-profit organizations: Council on Aging of Northwest Florida to upgrade their aged computers and technology to current standards (\$26,433); Healthy Start Coalition for its Safe Sleeping with Infants educational media campaign (\$7,500); HIV Care Center for upgrades to computer, software, and to establish a computer station (\$22,473); and Escambia County Board of County Commissioners to assist the County in funding nonprofit health care organizations which receive annual funding from the County (\$200,000).

NOTE 10 - OPERATING LEASE

The Authority leases office space under an operating lease that expires in 2011. The minimum future rental payment in 2011 is \$8,318. Rent expense for the facility lease amounted to \$11,090 and \$11,140 for the years ended September 30, 2010 and 2009, respectively.

NOTE 11 - RELATED PARTY TRANSACTIONS

A member of the Authority's Board of Directors holds a key position with a bank used by the Authority. At September 30, 2010, deposits at this bank totaled \$2,879,064, and were held in checking, money market, and investment accounts.

NOTE 12 - SUBSEQUENT EVENT

In December 2010, the Authority entered into a \$15,000,000 tax exempt lease financing with Banc of America Public Capital Corporation for the benefit of Baptist Hospital, Inc. (the "Hospital"). The Hospital will use this financing for the acquisition of information technology and medical equipment for its Escambia and Santa Rosa County health care facilities.

SUPPLEMENTARY INFORMATION

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
BUDGETARY COMPARISON SCHEDULE
YEAR ENDED SEPTEMBER 30, 2010**

	Actual (GAAP Basis)	Adjustments to Budgetary Basis	Actual (Budgetary Basis)	Budget	Variance Favorable (Unfavorable)
Operating Revenues:					
Fees -					
Annual bond	\$ 40,118	\$ -	\$ 40,118	\$ 40,118	\$ -
Monthly	1,261	-	1,261	1,261	-
Bond and issuer counsel	225,000	-	225,000	225,000	-
Bond counsel reimbursement	12,500	425	12,925	12,925	-
Membership dues reimbursement	-	-	-	-	-
Total operating revenues	<u>278,879</u>	<u>425</u>	<u>279,304</u>	<u>279,304</u>	<u>-</u>
Operating Expenses:					
Accounting and auditing	16,654	-	16,654	16,654	-
Bond issuance	8,012	50,310	58,322	58,322	-
Contract labor	1,295	-	1,295	1,295	-
Depreciation	1,408	(1,408)	-	-	-
Dues and subscriptions	1,675	-	1,675	1,675	-
Office expense	4,024	446	4,470	4,469	(1)
Payroll	153,328	(23,552)	129,776	129,808	32
Payroll taxes	10,115	(10,115)	-	-	-
Pension and benefits	17,257	(17,257)	-	-	-
Rent	11,090	-	11,090	11,090	-
Seminars, training, and travel	14,038	(519)	13,519	13,519	-
Total operating expenses	<u>238,896</u>	<u>(2,095)</u>	<u>236,801</u>	<u>236,832</u>	<u>31</u>
Operating Income	<u>39,983</u>	<u>2,520</u>	<u>42,503</u>	<u>42,472</u>	<u>31</u>
Nonoperating Revenues (Expenses):					
Investment income	57,114	17,250	74,364	81,429	(7,065)
Grants	(256,406)	-	(256,406)	(256,406)	-
Total nonoperating expenses	<u>(199,292)</u>	<u>17,250</u>	<u>(182,042)</u>	<u>(174,977)</u>	<u>(7,065)</u>
Change in Net Assets	<u>(159,309)</u>	<u>19,770</u>	<u>(139,539)</u>	<u>(132,505)</u>	<u>(7,034)</u>
Net Assets - Beginning of Year	<u>3,530,588</u>	<u>-</u>	<u>3,530,588</u>	<u>3,530,588</u>	<u>-</u>
Net Assets - End of Year	<u>\$ 3,371,279</u>	<u>\$ 19,770</u>	<u>\$ 3,391,049</u>	<u>\$ 3,398,083</u>	<u>\$ (7,034)</u>

OTHER REPORTS

Saltmarsh

Saltmarsh, Cleaveland & Gund

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

We have audited the basic financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the year ended September 30, 2010, and have issued our report thereon dated March 14, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified a certain deficiency in internal control over financial reporting that we considered to be a significant deficiency. A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Segregation of Duties

Auditor's Comment:

Due to the small size of the Authority's staff, there is a lack of segregation of duties because one individual performs both custodial and recording functions. The basic premise of internal control is that no one employee should have access to both physical assets and related accounting records or to all phases of a transaction. To mitigate the risks associated with this lack of segregation of duties, the Authority uses an external accountant to provide financial monitoring and oversight. While it may not be economically feasible to hire staff simply to achieve adequate segregation of duties, we believe the Authority should periodically re-evaluate the role of the external accountant and board members in providing oversight to insure that risks are being mitigated to the greatest extent feasible.

Management's Corrective Action Plan:

The Authority has determined that it is not economically feasible to hire additional employees to segregate incompatible duties. To substantially improve oversight and controls, the Authority has engaged the services of an independent Certified Public Accountant (CPA). The CPA provides ongoing accounting services to the Authority, including: reviewing financial operations, accounts and records; maintaining a separate set of books tracking all Authority financial transactions; monthly receipt and review of all financial institution statements for the prior month in advance of the Authority monthly meeting; advance receipt and review of the monthly financial reports prepared by the Authority Executive Director (Director) for Board meetings; attendance at all Authority Board meetings; preparation of quarterly financial statements and presentation of same to the Board; preparation of federal and state quarterly payroll returns and year end reports; updating and adjusting the Authority's electronic financial records as needed; providing copies of financial records to the Authority's auditor and assistance as needed in connection with the annual audit; and providing technical assistance to the Authority Board and Director as needed. In addition, the Authority Board receives detailed monthly financial reports prepared by the Director at each monthly meeting and approves the same. Financial policies and guidelines have been formally adopted for ongoing operations and investments, certain of which require the Director to report to the Chairman prior to engaging in a designated financial transaction. The Authority will continue to evaluate and implement cost effective methods to improve oversight of its financial activities.

Board of Directors
Escambia County Health Facilities Authority

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Authority's response to the findings identified in our audit is described on the preceding page as "Management's Corrective Action Plan". We did not audit the Authority's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the Authority and appropriate governmental agencies, and is not intended to be and should not be used by anyone other than these specified parties.



Pensacola, Florida
March 14, 2011

MANAGEMENT LETTER

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

We have audited the financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the fiscal year ended September 30, 2010, and have issued our report thereon dated March 14, 2011.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in the report, which is dated March 14, 2011, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with Chapter 10.550, Rules of the Auditor General, which governs the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's reports:

- Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings and recommendations made in the preceding annual financial audit report not otherwise discussed in the auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit Performed in Accordance with *Government Auditing Standards*. The Auditor's Comment on segregation of duties in that report was a recommendation made in the preceding report.
- Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the Authority complied with Section 218.415, Florida Statutes.

Board of Directors
Escambia County Health Facilities Authority

- Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.
- Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address violations of provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statement that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)5., Rules of the Auditor General, provides that the auditor may, based on professional judgment, report the following matters that have an inconsequential effect on financial statements, considering both quantitative and qualitative factors: (1) violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse, and (2) deficiencies in internal control that are not significant deficiencies. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)6., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. This information is included in the notes to the financial statements. There are no component units.
- Section 10.554(1)(i)7.a., Rules of the Auditor General, requires a statement be included as to whether or not the local government entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.
- Section 10.554(1)(i)7.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the Authority for the fiscal year ended September 30, 2009, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2009. In connection with our audit, we determined that these two reports were in agreement.
- Pursuant to Section 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Board of Directors
Escambia County Health Facilities Authority

Pursuant to Chapter 119, Florida Statutes, this management letter is a public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this letter is intended solely for the information and use of the Authority's Board of Directors and management, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties.

Saltmarsh Cleveland & Lund

Pensacola, Florida
March 14, 2011

6/16/2011
CR I-2B



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 ◆

AI-926 **Clerk & Comptroller's Report** **Item #: 14. 3.**

BCC Regular Meeting

Meeting Date: 06/16/2011
Issue: Minutes and Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

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

- A. Approve the Minutes of the Special Joint Meeting of the Board of County Commissioners and the District School Board held May 26, 2011;
- B. Approve the Minutes of the Regular Board Meeting held June 2, 2011; and
- C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 2, 2011.

Attachments

20110616 CR I-3

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA REVIEW
HELD JUNE 2, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:03 a.m. – 9:29 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
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., June 2, 2011, Regular Board Meeting, was reviewed as follows:
 - A. Shirley L. Gafford, Program Coordinator, County Administrator's Office, reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. County Administrator Oliver, County Attorney Rogers, Shirley L. Gafford, Program Coordinator, County Administrator's Office, Wesley J. "Wes" Moreno, Director, Infrastructure Branch, Public Works Department, and Gordon Pike, Director, Corrections Department, reviewed the County Administrator's Report, and Jim Oleksak commented concerning Item II-10; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.
2. FOR INFORMATION: County Administrator Oliver announced that a Joint City-County Meeting is scheduled for June 30, 2011, and that he will meet with the Commissioners individually to discuss topics for the agenda.

June 2, 2011

NAME

DEPARTMENT/AGENCY

1	Mike Wexler	PS
2	Wes Moreno	P/W
3	LARRY GOODWIN	P/W
4	Bob W. Bell	P/W
5	Jay Black	P/W
6	Claudia Simmons	Purch.
7	Pat Johnson	DRM
8	Jan Lull	GR
9	Dana Holloway	CA
10	Amy Long	MBS
11	Don & Sue Barber	
12	Ray Palmer	PSA
13	Scott Mitchell	FFTG
14	Theo Letman	ECAT
15	Bob Dennis	MBS/Purchasing
16	Bob Mallon	WFRPC
17	Marilyn Welley	DCA
18	Paul L. Lind	ECFR
19	Jamie Kilgore	Navy Federal Credit Union
20	Jay Long	Admin
21	Thomas Casquell	Pensacola Beach Song Fest
22	Shirley Cross	" " "
23	Ken Orenten	" " "
24	David R. ...	B/C
25	Clifford Stokes	
26	Peter C. Kings	Pensacola Key Area CoC
27	Connie Bookman	PATHWAYS For Change
28	RANDY WICKERSON	NEP
29	JAMES Aleksak	CELL
30	Chris Collins	Pathways For Change

NAME

DEPARTMENT/AGENCY

1	Greg Fink	citizen
2	MARK O'BRIEN	PNJ
3	Susan Hoyt	CE Dept / Sum / P&R
4	Tom Allen	Asst Co
5	Eva Peterson	CRA
6	Keith Wilkins	CFD
7	LLOYD KERR	DSD
8	Allyson Can	DSD
9	Dianne Simpson	Legal
10	Ilana Brownell	BCC DC
11	Bucky Armitage	BCCD4
12	Donna	BCC-2
13	Frank	PNJ
14	Cherie Gonzalez	DEV SVCS
15	Mike	I.T.
16	Sonya Dandel	PIO
17	Kelly Cooke	PIO
18	Cheryl Lively	CAO
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NAME

DEPARTMENT/AGENCY

1	Patty Sheldon	Clerk + Comptroller Finance
2	Doris Harris	Clerk to the Board
3	RANDY OLIVER	COUNTY ADMIN.
4	Stanley Maffong	CAO
5	KEVIN WHITE	BCC
6	Wilson Robertson	BCC
7	Jane M. Vallentin	BCC
8	Marie Young	BCC
9	Grover Robinson	BCC
10	Alison Rogers	City Atty
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-882 County Administrator's Report Item #: 14. 1.
BCC Regular Meeting Technical/Public Service Consent
Meeting Date: 06/16/2011
Issue: CRA Meeting Minutes May 19, 2011
From: Keith Wilkins, REP
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CRA Meeting Minutes May 19, 2011 - Keith Wilkins, REP,
Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the May 19, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

BACKGROUND:

On May 19, 2011, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

CRA Minute Minutes May 19, 2011



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
May 19, 2011
8:45 a.m.**

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

Members Present: Commissioner Wilson Robertson, District 1
Commissioner Gene Valentino, District 2, Chair
Commissioner Marie Young, District 3, Vice Chair,
Commissioner, Grover Robinson, IV, District 4
Commissioner Kevin White, District 5
Charles R. "Randy" Oliver, CPA PE, County Administrator
Alison Rogers, County Attorney

Commissioner Valentino called the meeting to order at 8:46 a. m. Community & Environment Department (CED) staff requested Escambia County Community Redevelopment Agency (CRA) take the following actions:

- A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Theyuka T. Thomas, owner of residential property located at 3218 North Tarragona Street, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$3,140, for the following improvement: sanitary sewer connection;**
- B. Approve the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Michael Mahn, owner of residential property located at 3111 West Fairfield Drive, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$10,000, for the following improvements: install a new privacy fence, gravel parking lot, and landscape improvements to include planting trees and shrubs;**
- C. Approve the Commercial Facade, Landscape, and Infrastructure Grant Program Cancellation of Lien between Escambia County CRA and TRC Pace, LLC, owner of the commercial property located at 1717 North Pace Boulevard, in the amount of \$10,000, since the aforementioned property owner has met the Grant requirements;**
- D. Approve the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Terry Hale, owner of residential property located at 2323 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment Area, for the following improvements: install a new masonry fence and landscape improvements to include palm trees;**

- E. Accept, for filing with the Board's Minutes, the April 21, 2011, CRA's Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA; and
- F. Authorize the Chairman to sign the Funding and Lien Agreements, and any related documents.

Motion was made by Commissioner White to move action A through F; Commissioner Robinson seconded the motion.

Motion approved (4-0) with Commissioner Young absent.

The meeting adjourned at 8:47 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-906

County Administrator's Report Item #: 14. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/16/2011

Issue: Agreement between Escambia County and McCook Community College for the Provision of Certain Student Clinical Training

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement between Escambia County and McCook Community College for the Provision of Certain Student Clinical Training - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Agreement between Escambia County and McCook Community College for the Provision of Certain Student Clinical Training:

- A. Approve the Agreement to allow the provision of clinical learning experiences required for applied health occupations, under the auspices of Escambia County Emergency Medical Services (EMS), for certain students of McCook Community College; and
- B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

McCook Community College has determined a need for clinical learning experiences for certain professional training programs in applied health occupations. Such training requires the provision of clinical facilities in which students can obtain the clinical learning experiences required for certification. The recommended Agreement will establish a partnership whereby Escambia County EMS will provide such clinical training, specifically pre-hospital, emergency patient care, for McCook Community College students. It will benefit EMS through use of the additional manpower provided by student participants.

EMS Field Training Officers (FTOs) will provide the necessary oversight and instruction, based on a suitable training program developed in coordination with McCook Community College.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Ryan Ross approved the document as to form and legal sufficiency on June 3, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The development of this Agreement has been coordinated with McCook Community College and the County Attorney's Office. Two original documents are being provided to the County Administrator's office for proper execution and additional processing. One fully executed original will be filed with the County Clerk's Office, the second will be returned to the Department for forwarding to McCook Community College. Pat Kostic, the EMS Operations Manager, will oversee implementation of the Agreement.

Attachments

Student Clinical Training Agreement w/McCook Community College

**AGREEMENT BETWEEN ESCAMBIA COUNTY AND
McCOOK COMMUNITY COLLEGE FOR THE PROVISION
OF CERTAIN STUDENT CLINICAL TRAINING**

This Agreement, made and entered into this 17th day of June, 2011, by and between McCook Community College, whose administrative office address is 1205 East 3rd Street, McCook, Nebraska 69001 (hereinafter referred to as "School"), and Escambia County, Florida, a political subdivision of the State of Florida, whose administrative office address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, School has established certain professional training programs in applied health occupations, and such programs require the provision of clinical facilities in which the students can obtain the clinical learning experiences set forth in the curricula of the approved programs, and

WHEREAS, Emergency Medical Services (EMS), a division of the Public Safety Bureau of Escambia County, has clinical facilities (specifically ambulances) in which the students can acquire certain clinical learning experiences required in the curricula of the aforementioned programs, and

WHEREAS, it is beneficial for School to enter into an Agreement with County to ensure the practical aspects of this curricula are fully met and address the clinical education for the students of health related occupations. Furthermore, it is beneficial for the County and EMS to utilize additional manpower provided by the student participants.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, School and County agree as follows:

1. The administration of health related education and the planning, selecting, and supervision of clinical learning experiences for the students shall be the responsibility of and under the control and supervision of School and shall be administered by School, and in administering these programs, School shall:

A. Be responsible for, and will directly control, the teaching and training of the Paramedics and EMTs by providing competent instructors for the planning, implementation, instruction, teaching, guidance and supervision of the students.

B. Provide supervision and instruction required in the program unless, in specific instances, other provisions are mutually agreed upon.

C. Maintain professional liability insurance covering participants, with limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate per policy year against any claims arising from any act or omission by a participant when participating in the training program described herein. School will name

Escambia County as additional insured on this policy and will provided a Certificate of such insurance to Escambia County upon request.

D. Supply the material for the keeping of permanent records of students, maintain all correspondence and pay for all office work incidental thereto.

E. Retain only those students whose conduct and performance is in accordance with the standards set forth by acceptable practice.

F. Plan schedules for student clinical experience, said plans to have the approval of the appropriate head of EMS prior to the beginning of the experience period.

G. Notify EMS in writing of the number of students who will be reporting at least two weeks prior to the beginning of the experience period.

H. Ensure that students comply with any and all rules and regulations mutually agreed upon by School and EMS for the governing of the trainees.

I. Provide necessary books, periodicals, teaching equipment, supplies and materials needed for specific instances of instruction by the Field Training Officers (FTOs).

J. Assign a staff member of School to be the point of contact available for consultation with the FTO(s) and EMS Staff.

K. Prohibit the publication by the trainees and faculty or staff members of any material relative to their clinical experience that has not been approved for release for publication by EMS and School.

L. School agrees that in no case shall its students, employees, or agents remove or cause to be removed any original or copied protected health information (as defined a the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") from the physical premises of EMS. School agrees that removal or causing removal of protected health information, whether in original or copied form, will constitute grounds for dismissal of the involved student or students from the program and will constitute a material breach of the Agreement.

M. Ensure that all students, supervisors, employees, and agents will fully comply with EMS privacy practices and procedures and its Notice of Privacy Practices.

N. Allow EMS employees the opportunity to attend (at no cost to the County) workshops and seminars offered by School during the course of the agreement.

O. Allow for the exchange and appropriate use of equipment, facilities and training supplies, agreed to by both agencies, for the purpose of furthering the skills and abilities of EMS paramedics and EMTs.

2. The administration, oversight and responsibility for Ambulance Services and patient care at EMS shall be the responsibility of and under the direct control and supervision of EMS and shall be administered through the EMS staff, and in so doing, it shall:

- A. Make available to the students, clinical facilities indicative of the service being provided and within the current capabilities and infrastructure available at EMS.
- B. Cooperate with School in planning and administering a suitable program for the students. Joint meetings between the appropriate administration of School and the appropriate administration of EMS shall be held upon request by either agency.
- C. Educate and advise the Field Training Officers on their responsibilities associated with the training and evaluation of the students assigned during their Shifts.
- D. Extend the opportunity, when applicable, for School Instructors to attend appropriate departmental meetings.
- E. Permit, upon request, the inspection of its clinical and related facilities by agencies charged with the responsibility for accreditation of relevant programs.
- F. Allow students and instructors to participate in the continuing education programs of EMS as they relate to the student clinical experiences.

3. The student is being provided the opportunity to learn in a field environment under the auspices of Escambia County Emergency Medical Services and as such, they shall:

- A. Abide by any and all rules and regulations mutually agreed upon by the parties for the governing of the trainees, as set forth in the General Policy Manual and Applied Health Technologies
- B. Abide by existing policies, rules and regulations delineated verbally and in writing by EMS Administration, Shift Supervisors and those directly responsible for their training.
- C. Be responsible for their own meals during clinical hours at EMS.
- D. Be responsible for their own transportation to and from EMS for their clinical hours.
- E. Follow the appropriate dress code established and mutually agreed upon by the parties.
- F. Wear appropriate name tags or identifiers at all times during their clinical or field rotations.
- G. Understand, that a breach of patient confidentiality will result in termination from their clinical rotation with EMS.
- H. Understand that all patient information and records that may be accessible to the students during their clinical rotation at EMS are considered confidential.

4. The parties hereto shall cooperate in periodic and terminal evaluation of these programs.

5. This Agreement shall commence on June 17, 2011, and will terminate on June 16, 2012, whereupon it shall be automatically renewed for four (4) successive renewal terms of one (1) year each, unless either party shall give notice of its intent not to renew in writing at least thirty (30) days prior to the termination of the initial term or any renewal term.

A. The parties reserve the right at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in their sole discretion, to terminate this Agreement with respect to all or any portion of services (such total or partial termination being referred to hereinafter as a "termination for convenience"). Each party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so, which notice shall specify the services that it has elected to remove from the scope and operation of this Agreement. The termination of convenience as to such services shall be effective thirty (30) days following the date of the receipt of such notice. In no event shall a termination for convenience be deemed a default under this Agreement, and a termination for convenience shall not subject a party to any penalty, claim for damages, liquidated damages, or any other claim of any type.

6. All notices required by the Agreement to be given by one party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To McCook Community College:

Paramedic Program
1205 East 3rd Street
McCook, NE 69001

To EMS:

County Administrator
Escambia County Government Complex
221 Palafox Place, Suite 300
Pensacola, FL 32502

All notices required or to be given hereunder shall be made in writing, and shall be deemed to have been properly given on the third day after being deposited in the United States Mail, with adequate postage, sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out above, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other such overnight delivery service for next-day delivery. Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party ten (10) days prior notice of the address change.

7. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance, and the parties further agree that Escambia County, Florida shall be the venue in the event any action is filed to enforce or interpret the provisions of this Agreement.

8. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

A. If either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, it shall immediately notify the other party and request clarification of its interpretation of this Agreement.

B. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

9. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

10. This Agreement, including its schedules, exhibits, and other documents attached hereto, constitutes the entire and integrated Agreement between the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and Agreements, whether written or oral, with respect to the subject matter hereof.

11. The failure of either 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 the event of a continuing or subsequent default on the part of a party.

12. This Agreement, after being properly executed by both parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document in the office of the Clerk of the Circuit Court upon receipt of the executed Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County Board of County commissioners, through its Chairman, authorized to execute same by Board action on the 16th day of June, 2011, and, McCook Community College by and through its President, 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.

Attest: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Kevin W. White, Chairman

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

McCook Community College

Witness:

By: Michael R. Chipps
Michael R. Chipps, Ph.D., President

31st day of May, 2011

By: Karen Keller

Clinical Agency

By: Patrick J. Kostic
Patrick J. Kostic, EMS Operations Chief
Escambia County Public Safety

3rd day of June, 2011

This document approved as to form and legal sufficiency

6 By: [Signature]
Title: ASST. COUNTY ATTORNEY
Date: JUNE 3, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-935

County Administrator's Report Item #: 14. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/16/2011

Issue: Recommendation Concerning Conveyance of Two Surplus Gillig Buses from Escambia County to Bay County Transportation Planning Organization (TPO)

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Conveyance of Two Surplus Gillig Buses from Escambia County to Bay County Transportation Planning Organization (TPO) - Marilyn D. Wesley, Community Affairs Department Director

That the Board adopt the Resolution authorizing the conveyance of tangible personal property described as two Escambia County Area Transit (ECAT) 1996 Gillig Phantom Model Buses, surplussed by the Board on September 16, 2010, and approved for transfer by the Board on June 2, 2011, to Bay County Transportation Planning Organization (TPO).

BACKGROUND:

ECAT operated the buses from their purchase in 1996 until the buses were removed from inventory via surplus by the Board at the September 16, 2010 BCC meeting. The Board approved the transfer of the buses to Bay County TPO at the June 2, 2011 BCC meeting. The Resolution is necessary to finalize the transfer action.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office has approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statutes 125.38 and 274.06.

IMPLEMENTATION/COORDINATION:

Escambia County Department of Community Affairs and ECAT will continue to coordinate with Bay County TPO on this transfer.

Attachments

Resolution - Bay County TPO Bus Transfer

RESOLUTION R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF TANGIBLE PERSONAL PROPERTY TO BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION IN FLORIDA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of certain tangible personal property (Property), more particularly described as two 1996 GILLIG PHANTHOM MODEL BUSES (Serial Numbers 15GCA2112T1087114 and 15GCA2114T1087115); and

WHEREAS, Bay County Transportation Planning Organization (Bay County TPO), Florida has requested that the County convey the Property for use by its Bay Town Trolley operation; and

WHEREAS, the Board of County Commissioners has deemed the property as surplus at its September 16, 2010 Regular Meeting and that it is in the best interest of the County to convey the Property to Bay County TPO, Florida under the terms and conditions stated herein; and

WHEREAS, the conveyance of Property from the County to Bay County TPO, Florida is authorized pursuant to Sections 125.38 and 274.06, Florida Statutes;

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. The Property shall be donated by the County to Bay County TPO, Florida for no consideration and with all other costs associated with accepting the Property being borne by Bay County TPO, Florida.

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

By: _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____

Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-927

County Administrator's Report Item #: 14. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/16/2011

Issue: Schedule Public Hearing - Highlands Subdivision Street Lighting MSBU

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Highlands Subdivision Street Lighting MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on July 7, 2011, at 5:32 p.m., to consider adoption of an Ordinance establishing a street lighting Municipal Services Benefit Unit (MSBU) within the Highlands Subdivision.

BACKGROUND:

Highlands Subdivision has requested establishment of a street lighting MSBU. A petition for creating the MSBU district was circulated among the Highlands property owners, and greater than fifty-five percent of property owners signed in favor. This is sufficient to meet the MSBU Guidelines and Procedures.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

By submitting the petition/letter to the Board, the property owners are complying with the Board's adopted MSBU Guidelines and Procedures.

IMPLEMENTATION/COORDINATION:

Each property owner in the affected subdivision will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-932

County Administrator's Report Item #: 14. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/16/2011

Issue: Schedule a Public Hearing - Camshire Meadows Subdivision Street Lighting MSBU

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Camshire Meadows Subdivision Street Lighting MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on July 7, 2011, at 5:31 p.m., to consider adoption of an Ordinance establishing a street lighting Municipal Services Benefit Unit (MSBU) within the Camshire Meadows Subdivision.

BACKGROUND:

The primary owner of the Camshire Meadows Subdivision is Pensacola Habitat for Humanity. A representative from this organization has submitted a letter requesting the creation of an MSBU. This letter of request is sufficient to meet the MSBU Guidelines and Procedures because Pensacola Habitat for Humanity represents more than the required minimum ownership in support of the MSBU creation (fifty-five percent).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

By submitting the petition/letter to the Board, the property owner is complying with the Board's adopted MSBU Guidelines and Procedures.

IMPLEMENTATION/COORDINATION:

The property owner will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-917

County Administrator's Report Item #: 14. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: BA#224 - EMP Federal Grant

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #224 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #224, Public Safety Department, Other Grants and Projects Fund (110) in the amount of \$6,569, to cover personnel costs associated with the Emergency Management Performance (EMP) Federal Grant through the end of the State's Fiscal Year that ends June 30, 2011.

BACKGROUND:

Personnel funds need to be appropriated for the EMP Federal Grant to cover a budgeted position through the end of the State's fiscal year that ends on June 30, 2011.

BUDGETARY IMPACT:

This amendment transfers funds from operating to personnel to cover any funding shortage, no additional revenues are associated with this amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel costs to be brought before them.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA#224 - EMP Federal Grant

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
#224**

Approval Authorities

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Bureau Chief	5/26/2011	5/26/2011		
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: 110 - Grants & Other Projects/330409 - EMP Federal Grant
Fund/Department

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Promotional Activities		330409	54801	6,569
Total				\$6,569

Transfer To: 110 - Grants & Other Projects/330409 - EMP Federal Grant
Fund/Department

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Regular Salaries		330409	51201	3,536
FICA		330409	52101	113
Retirement		330409	52201	234
L&H		330409	52301	2,686
Total				\$6,569

Detailed Justification:

To transfer funds to allocate personnel expenses through grant period ending 6/30/2011. The grant period is 07/01/2010 through 06/30/2011. The personnel expenses were incorrectly calculated for proration across County fiscal years, resulting in a shortfall in the amount required for this fiscal year through the end of the grant period in the personnel roll-up.

OMB Analyst

Budget Manager

Bureau Chief



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-901

County Administrator's Report Item #: 14. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Pay Adjustment Board of County Commissioners

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a 3.1% Pay Adjustment for Employees of the Escambia County Board of County Commissioners - Amy Lovoy, Management & Budget Services Department Director

That the Board take the following action concerning a 3.1% pay adjustment for employees of the Escambia County Board of County Commissioners (BCC):

- A. Approve a 3.1% across-the-board increase for all full-time, relief, term, and contract employees of the BCC, who are Florida Retirement System (FRS) participants not covered by a Collective Bargaining Agreement, effective the pay period starting June 11, 2011, with the exception of those employees who were enrolled in the Deferred Retirement Option Program (DROP) on or before July 1, 2011, and authorize the County Administrator, County Attorney and the Board Chair or other authorized staff to execute any necessary Personnel Action Forms (PAFs) or other documentation;
- B. Approve a 3.1% across-the-board increase for all full-time, full-time relief, term, and term employees of the BCC, who are FRS participants and are covered by Collective Bargaining Agreements, effective the pay period starting June 11, 2011, with the exception of those employees who were enrolled in DROP on or before July 1, 2011, subject to successful contract negotiations with the respective unions, and authorize the County Administrator, County Attorney and the Board Chair or other authorized staff to execute any necessary PAFs or other documentation;
- C. Approve a single, lump sum payment for all employees participating in FRS, except those who were enrolled in DROP on or before July 1, 2011, who are at or reach the top of their pay grade, in an amount that equals the difference between the maximum of the paygrade and the 3.1% pay adjustment. These actions do not allow recurring pay to be increased above the maximum of the employee's current pay range;
- D. Reduce the number of paid holidays from thirteen to twelve, by eliminating the holiday immediately prior to New Year's Day, starting in 2011; and
- E. Approve increasing the employees' contribution rate for medical insurance effective October 1, 2011, by 6% above the current contribution levels.

BACKGROUND:

The Florida Legislature recently adopted measures that require a 3% contribution from all employees of the Florida Retirement System with the exception of those enrolled in the DROP program. This will result in a 3% reduction in the total compensation package of all County employees not in the DROP program. This Board action will allow a 3.1% pay increase to keep the total compensation package for all County employees at the current status quo after adjusting for taxes. It is anticipated that all Constitutional Officers will grant pay increases to their employees in a similar fashion.

This action will also reduce the total number of paid holidays and increase the contribution rate for medical insurance. The effect of the change in the contribution rates for medical insurance is shown on the attached spreadsheet.

BUDGETARY IMPACT:

The previous compensation package for County employees included 100% of the retirement contributions to be paid by the County. With the change to this formula and other changes to the retirement system, the required employer contribution rates have been significantly reduced. The reduction in the required employer contributions is greater than the cost of the pay adjustment. After including the 3.1% pay adjustment and the change to the County's contribution rates the net savings in FY 11/12 is estimated to be better than cost neutral across all funds.

A 3.1% increase will also be included in the 2011/2012 budgets for all Constitutional Officers.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This will adjust the BCC pay scale by 3.1%, decrease the total number of paid holidays and increase the contribution rates for health insurance.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The effective date of the new contribution structure is July 1, 2011; however this means that employee contributions must commence the payroll prior to this. Therefore the 3.1% pay adjustment will commence for the payroll period beginning June 11, 2011.

Attachments

BCBS

Blue Cross/Blue Shield Premiums**Change per Month**

Plan 1352 - 6% Increase	Average Employee Participation	Change/Employer	Change/Employee
Employee	151	\$24.96	\$1.60
Employee & Spouse	30	49.47	9.61
Employee & Children	36	50.82	10.74
Family	83	71.71	13.29

Plan 1552 - 6% Increase	Average Employee Participation	Change/Employer	Change/Employee
Employee	418	\$25.10	\$3.77
Employee & Spouse	130	49.84	15.28
Employee & Children	84	51.19	15.68
Family	142	72.29	22.17



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-915 County Administrator's Report Item #: 14. 3.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Interfund Loan Between the General Fund (001) and the Other Grants & Projects Fund (110)

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interfund Loan between the General Fund and the Other Grants & Projects Fund - Amy Lovoy, Management & Budget Services Department Director

That the Board authorize a revolving, interest-free interfund loan from the General Fund (001) to the Other Grants & Projects Fund (110) in an amount not to exceed \$500,000, until December 31, 2011, to allow for cash flow until reimbursements are received from the various Grants.

BACKGROUND:

The County often receives grants from the State and federal government. Most of these grants are reimbursable; so the money must be expended first then reimbursed at a later time. The interfund loan will be used on a periodic basis to take cash from the General Fund to pay for the grant expenses; then returned when the cash is received from the grant.

Since interest payments would not be an allowable expense for reimbursement under most of these grants, this interfund loan will not accrue interest.

BUDGETARY IMPACT:

There will be no net budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Interfund loans in excess of \$50,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-922

County Administrator's Report Item #: 14. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Contract Award, PD 06-07.038, Brownfields Services

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award PD 06-07.038. Brownfields Services - Amy Lovoy. Management and Budget Services Department Director

That the Board take the following action concerning Brownfields Services, PD 06-07.038:

A. Award a Task-Order-Based Continuing Contract to Geosyntec Consultants, per PD 06-07.038, Brownfields Services, 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 audit-able financial package); and

B. Authorize 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.

[Funds to be budgeted on an annual basis]

BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" (RLI) was originally advertised in the Pensacola News Journal on Sunday, May 6, 2007. 72 firms were notified of the solicitation. On Friday, May 25, 2007 responses were received from 10 firms. Upon review of the firms 2 firms were found to not meet the minimum requirements of the solicitation. Due to the ongoing open nature of this solicitation one firm provided their response after the opening, but within the acceptable guidelines and intent of the solicitation.

BUDGETARY IMPACT:

Funds to be budgeted on an annual basis.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form F, Consulting Services) will be used.

PERSONNEL:

The Scope of Work for this project was developed by the Office of Purchasing and NESD.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts and F.S. 287.055 "Consultants' Competitive Negotiation Act".

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and Contract signature the Office of Purchasing shall notify departments. The Office of Purchasing shall work with departments in negotiating Task Orders.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-893

County Administrator's Report Item #: 14. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Assessments, Projections and Master Planning for the Escambia County Corrections Facilities, PD 10-11.033

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning PD 10-11.033, Assessments, Projections and Master Planning for the Escambia County Corrections Facilities - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract to Carter Goble Associates, Inc., per PD 10-11.033, Assessments, Projections and Master Planning for the Escambia County Corrections Facilities, in the amount of \$150,000.

[Funding: Fund 352, LOST III, Cost Center 540115, Object Code 56201, Project Number 07SH0019]

BACKGROUND:

Request for Letters of Interest, PD 10-11.033, Assessments, Projections and Master Planning for the Escambia County Corrections Facilities were publicly noticed on Monday, March 7, 2011 to 97 known firms. Responses from 2 firms were received on Tuesday, March 29, 2011.

BUDGETARY IMPACT:

[Funding: Fund 352 LOST III, Cost Center 540115, Object Code 56201, Project Number 07SH0019]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form H, Consulting Services, Study, Stand Alone Project) will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract and Purchase Order.

Attachments

Scope of Services & Fee Proposal

Project Approach

The purpose of the study is to develop a master plan for Escambia County Corrections for the next 25 years that includes: (1) a Needs Assessment to identify the ability of the two primary detention facilities (Main Jail Complex and the Central Booking and Detention Complex) and the Road Prison to meet future capacity requirements, projections of inmate population by custody, and staffing needs; and (2) a phased Master Plan that provides an evidence-based cost comparison of meeting future needs through improvements to existing facilities and/or development of a new facility.

The initial step in the master planning process will be a definition of the future need for bedspaces by custody (e.g., special management, general, low risk) and functional (e.g., mentally ill, medically dependent, female, juveniles-charged-as-adults) categories. Various proven models will be used to project the average daily population in five year increments to 2035. By analyzing historical data, factors that reflect actual experiences in peaking and classification will be applied to the ADP forecasts to determine the estimated number of bedspaces required to meet the 2035 need.

A critical component of the Master Plan will be a determination of the ability of the physical plant of the two existing pretrial facilities to meet the projected incarceration need of the County. To determine the ability of the existing two detention facilities to meet the projected need (by custody and functional requirements), a team of architects, engineers, and maintenance specialists will methodically inspect the physical plant to establish the useful life of critical systems that will serve as a basis of cost estimates to improve and maintain the systems for at least 25 additional years.

With the forecast of bedspace need and the conditions and capacity analysis completed, the final step of the master planning process will be the development of options that would meet the detention needs of the County through improvements to the existing facilities and/or construction of a new correctional facility. In the costing of all options the use of alternative forms of community control will be evaluated.

This effort is to be undertaken in close cooperation with staff of the Escambia County and the Escambia County Sheriff's Office. Meetings will be scheduled with the Department's designated project coordinators to include involvement of appropriate staff as needed to be able to collect all data and information and to document all conditions, guidelines and priorities related to the development of the Needs Assessment and Master Plan.

Scope of Services

The Needs Assessment and Master Plan will be developed as a written and graphic document that will outline County's existing and projected correctional facility needs to the year 2035 and provide a Correctional Facility Master Plan to meet those needs. In order to develop this document we will conduct a series of working meetings or workshops and evaluate all existing facilities for their long-range future best use. Ten basic areas of work will be completed as follows:

1. Organize County-provided historical data from law enforcement, detention, and the judiciary
2. Review operational guidelines and preferences
3. Conduct physical plant assessment of existing correctional facilities
4. Project inmate population for 23 years (2012 – 2035)
5. Prepare general space requirements

6. Evaluate suitable sites for expansion
7. Prepare site development options
8. Prepare comparative project cost estimates for all options
9. Assist in the development of implementation strategy
10. Present Findings to Board of Commissioners

Project Scope of Services

In the following tasks, the basic approach to determining the most cost effective solution to the incarceration requirements of the County is described.

Task 1 – Organize Database for Projections

In conjunction with representatives of the Escambia County criminal justice system component managers, the Consultant will meet with local staff to collect all data and information needed for the Needs Assessment and Master Plan development. The consultant will provide the County with a specification of the data items needed initially to complete the system assessment and population projections analysis.

A historic records database will be developed to support the jail capacity projections analysis. This database will include information for both the jail inmate population and caseload data for any existing diversion or alternative supervision programs (e.g. bonding, pretrial release/supervision, electronic monitoring/house arrest, drug treatment, mental health treatment, etc.). Jail historic data will include average daily population (ADP), admissions (ADM), and average length of stay (ALOS) statistics by gender. A compilation of the most recent 10 years of data by month for each of these three data items is ideal for developing a statistically sound projection.

Also, three separate 3-day midnight sample tabulations of jail inmate profile data by gender will need to be collected with the assistance of jail staff using forms provided by the consultant. One sample will examine the pre-trial detention population for length of stay and offense. The second one will examine convicted inmates awaiting felony case judgment/sentencing by days since conviction or plea. The third will examine bail amounts by type of violation (ordinance, misdemeanor or technical violation of probation). These three sample surveys will be instrumental in helping to estimate if there may be any significant reduction or constraining impact on jail capacity needs likely that the consultant could propose for the client's consideration.

Patterns in County's population growth and historical trends in crime and arrest rates will be examined to determine their impact on jail population. Jail detainees' categories of offenses, length of stay, bail bonding practices, use of alternatives to jail confinement, court case processing times, sentencing practices and system resources will be analyzed to determine the impact which these factors have had on the jail population average length of stay. This assessment will identify any systemic conditions that are found to have an extraordinary impact on jail population growth and will become a basis for recommending alternative solutions.

The outcome of the first task will be the organization of all of the critical data from the County criminal justice system that would impact future detention requirements. In gathering the data, interviews will be held with key component managers of the criminal justice system to gain an anecdotal perspective of

the factors that are changing the requirements for incarceration and the proclivity to use alternative forms of community control and sanctions.

Task 2 – Review Operational Mandates, Guidelines, and Preferences

In conjunction with the determination of need and the review of the existing conditions and capacity, the Consultant will conduct interviews with Escambia County Sheriff's Department (ECSD) staff on the current and desired organizational structure and approach to management of the inmate population. Examples include decisions regarding direct versus in-direct supervision; use of video arraignment for court appearances and visitation; outdoor exercise; food service; among other aspects of operations. Current staffing allocations by position and location, and total annual jail operating expenses by all labor and non-labor cost categories will need to be discussed during these meetings and documented for a later comparison of cost by development options.

As a part of the review of the operational policies of ECSD, the Consultant will discuss the implication of state and national standards upon the operation of two facilities. While an ACA-styled audit is unnecessary, the Consultant will review aspects of the accreditation audit format with ECSD staff to gain an understanding of the aims of the Department in satisfying the ACA and AJA operational policies.

In addition to gaining a perspective of the ECSD's preferred operational approach to existing and new detention facilities, the Consultant will meet with County budget and finance staff to ascertain the financial conditions of the County to support a capital improvements program and the annual operating cost of any expansion to the current operations. This information will be critical to the development of realistic options to meeting future capacity needs.

Through meetings with the ECSD and County staff, the Consultant will undertake the following tasks with a better understanding of the operational philosophy for the two detention facilities and the Road Prison. In particular, these meetings will provide the Consultant with a view of a preferred staffing approach. During the discussions, the Consultant will introduce alternative operational concepts drawn from experience in other jurisdictions. The Consultant will also address the evaluation of conditions and the definition of need based upon the financial capacity of the County to fund both capital debt and the annual operating requirement.

Task 3 – Conduct Physical Plant Assessments

The Consultant will review and document the conditions of the existing Main Jail Complex (MJC), Central Booking and Detention Facility (CBD), and the Road Prison. Identification of existing space quantities by functional area will be accomplished based on the availability of drawings suitable for measurement. The existing building systems conditions, to include boilers, chillers, door locks, plumbing, electrical fixtures, structural system, ventilation, roof systems, and general building conditions will be assessed by a team of architects, engineers, and maintenance specialists.

With the assessment, the Consultant will develop the base of information needed to complete an assessment of standards compliance, best use, and future life expectancy of the major components of each facility. The general conditions of all building systems in relation to operational and security requirements will be documented.

For each facility the Consultant will need to obtain record drawings from the County (ideally digitized where available); a 5-year record of utility, repair and maintenance expenditures (separate for annual operating costs versus capital project expenditures); and be able to interview responsible facility maintenance staff.

The results of this assessment will be used in the development of improvement and expansion recommendations needed to meet the 2035 projected needs and serve as a basis for comparing the renovation of existing infrastructure to the cost to construct and operate a new facility(ies).

Task 4 – Prepare 2035 Bedspace Projections

Using the combination of the historical data collected in Task 1 as well as the interviews with various criminal justice system component managers, several projection models will be developed. The models will provide the baseline estimates of the inmate average daily population (ADP) and resulting bedspace needs after applying documented factors for peaking and classification differences. The proposed bedspace needs will be presented in five year increments from 2012 through 2035. This baseline projection will serve as a “status quo” model that meets needs based on historic data without assuming any process or systemic change in the management of both pre-trial detainees and locally-sentenced offenders.

In the second step, adjustments will be made to the baseline projection to reflect the potential impact of criminal process or systemic improvements that could reduce the projected future jail capacity need, particularly as they might affect ALOS. Such improvement options will depend on the Consultant’s findings regarding the performance of other components of the criminal justice system assessment and the results from the jail inmate profile samples obtained in Task 1.

The result of this task will be a consensus projection of future bedspace needs with documentation to support the recommendations.

Task 5 – Prepare General Space Requirements

The results of Task 4 will provide an opportunity to consider the pros and cons for meeting the projected bedspace needs of either: (1) maintaining the status quo in inmate management, or (2) an alternative approach to non-incarceration offender management supervision. Using a consensus model approach, alternative methods to satisfy the bedspace needs will be developed.

As a basis for initiating this task, block space allocations per facility component will be identified based on the experience of the Consultant and appropriate state and national space standards. Multiplying the space guideline times the number of inmates will provide an order-of-magnitude definition of the total amount of space suggested to meet a component’s need (e.g., food service, medical, housing, etc.).

By translating the projected number of bedspaces to square footage need by component, a basis is developed to 1) define the required space; 2) evaluate the current level of compliance with the suggested need; 3) establish a means to compare the ability of existing facilities to meet the space requirement; and 4) define the general size of a new facility to meet a projected need. This information will become the basis for evaluating sites and establishing the general size requirements for expanded or new facilities by functional component.

Task 6 – Evaluate Suitable Sites for Expansion

With the general size requirements for each component of an expanded or new facility identified, the data will be available to conduct an evaluation of the potential site locations identified by the County. In addition to identifying candidate sites, the County will provide appropriate information on the current ownership, available utilities, and the assessed value. Various other criteria will be evaluated, including the feasibility of future expansion, traffic accessibility and surrounding area impact, parking capability, and the general environmental restraints known for the sites. A final substantiation of the desired location will be made to the County upon completion of the evaluation of the alternative site locations.

The following are considered minimum criteria for selection of an appropriate site for a jail facility:

1. Area of site must be able to accommodate the projected “footprint” need and future building expansion.
2. The site must accommodate parking spaces for staff and visitors, or nearby offsite parking must be available.
3. The site should be as “centrally” located as possible, accessible by road (preferably by two alternate routes), and within easy walking distance of public transportation. Proximity to courts is a significant factor.
4. Sewer, water, electricity, telephone, and communications lines should be located in close proximity to the site.
5. There should be no significant underground obstructions, i.e. utility lines, abandoned fuel tanks, building foundations, etc., that cannot be economically removed. If any hazardous materials are present, they must be easily abatable.
6. Any structure(s) located on the site must be easily removable.
7. Any required transmission/communication tower must conform to height restrictions, aircraft flight path clearances, etc.
8. Soil bearing strengths must be adequate to support the necessary building loads without having to resort to pilings or other expensive structural solutions. Other geo-technical conditions (e.g. water table, filled land) should also be considered.
9. The site must meet any applicable zoning or other requirements for the building occupancy.
10. The site should be easily procured and within reasonable cost parameters if not currently owned by the County.
11. The site should be able to resist attack or natural disasters through the use of setbacks, constructed and natural barriers.
12. The site should be outside of any flood zone, i.e. above the 100-year flood level.

13. Site approval should be obtainable from the various review boards/committees having jurisdiction in a reasonable amount of time.

Additional criteria will be considered to evaluate candidate sites and these would be incorporated in the evaluation as appropriate. A matrix will be developed that identifies these and other criteria considered fundamental to the identification of an appropriate site. Working with a committee specifically focused on site selection, each variable in the matrix will be weighted as to importance. Candidate sites will be numerically scored then multiplied times the weighting factor for a final score. The final scoring will represent an unbiased and objective evaluation that can be used to direct the County in the determination of a preferred site. Political and specifically local factors will also impact the final choice.

Task 7 – Prepare Development Options

With the identification of appropriate sites, the next step in the process will be the development of conceptual options using the functional area sizes that will have been prepared through Task 5. The Consultant will analyze different options for the internal expansion, addition, and reconfiguration of the existing detention facilities as well as the development of a new facility on the preferred site (Task 6). The potential for both renovations/additions as well as the need for totally new buildings to meet the County's projected future space needs will be considered.

In addition to written narrative, concept diagrams will be used if appropriate to help describe each option evaluated. These drawings will allow the testing of the fit of different security levels of facilities and setting of a logical 23-year development phasing plan to coincide with realistic fiscal limitations. The concept plans will include:

- Potential building footprints,
- Stacking diagrams,
- Isometric or perspective concept views,
- Overall site development concept,
- Access and circulation,
- Security perimeter concept, and
- Future expansion and demolition/replacement phasing sequence.

The pros and cons of each development option will be summarized in an interim report at the end of this task. The objective will be to develop consensus on the most effective and efficient means to deliver necessary bedspaces and related services to County in a fiscally responsible manner.

Task 8 – Comparative Analysis of the Total Cost of Options

The space requirements for each option will serve as a basis for estimating the capital cost for renovations, replacements, or new construction. The Consultant will use a format to present the capital cost that will be reduced to a per diem for the projected ADP for target years (e.g., 2015, 2020, 2025, etc.). After discussions with County finance and budget staff, the cost to amortize debt will also be factored into the capital cost for each option.

For each option, the associated staffing and general operating conditions will be described to explain the manner of inmate management, security and custody levels to be provided. The County's applicable

work shift patterns and relief factor will be applied to each new facility or facility expansion. This will serve as a basis for developing preliminary annual operating cost estimates and assuring the client that each facility proposal can be operated in a manner consistent with the County’s standards and best practices.

In addition to the staffing cost, the Consultant will develop an estimate of the associated operating costs to include projected energy and maintenance costs so that the County has a reasonable assessment of the total cost of ownership. Access to the ECSD’s annual detention budget will be important in the development of this task.

Task 9 – Document Options Comparison and Assist in Preparation of Implementation Strategy

Once the candidate sites have been evaluated and development options have been analyzed regarding total cost, the Consultant will be able to prepare alternative implementation schedules that phase the development of the project. The combination of the site recommendation, the site development concepts, and the cost of options will provide the basis for decision-making regarding the preferred option.

The Consultant will facilitate a workshop with key ECSD and County staff to review the various options and choose a preferred development approach to present to the Board of Commissioners (BOC). The result of this task will be the Draft Final Report documenting the findings of the study.

Task 10 –Presentation to Board of Commissioners and Final Report

The Consultant will assemble the material in a manner to present publically the results of the Master Plan. A brief executive summary and presentation graphics will be prepared to use for public reviews. Following the BOC presentation, the document will be prepared as a final report.

Schedule

If the project begins by the middle of June or the 1st of July, the total effort will be completed by the end of 2011. The following graph summarizes the proposed schedule.

Study Tasks	June	July	August	September	Document Findings to Date	October	November	December
1. Organize Data	█							
2. Review Operational Policies	█	█						
3. Physical Plant Assessment		█	█					
4. Inmate Population Projections		█	█					
5. Prepare Space Requirements			█					
6. Evaluate Candidate Sites			█	█				
7. Prepare Development Options				█		█		
8. Comparative Analysis of Options						█	█	
9. Assist in Implementation Strategy							█	█
10. Presentation and Final Report								█

Cost

Cost was developed by estimating the number of hours by professional category times the rate for each category. The reimbursable costs were calculated based on the estimated number of trips and days on site. The following matrix summarizes the hours and cost per task, including reimbursable cost.

Task Descriptions	Totals	
	hours	cost
1. Organize Data	80	\$ 11,325
2. Review Operational Policies	24	\$ 7,725
3. Physical Plant Assessment	96	\$ 19,200
4. Inmate Population Projections	144	\$ 21,575
5. Prepare Space Requirements	16	\$ 4,400
6. Evaluate Candidate Sites	32	\$ 8,775
7. Prepare Development Options	88	\$ 21,125
8. Comparative Analysis of Options	64	\$ 17,300
9. Assist in Implementation Strategy	64	\$ 16,575
10. Presentation and Final Report	104	\$ 22,000
TOTALS	712	\$ 150,000

Invoices will be presented on a monthly basis as a percentage of completion for each task. Although an attempt has been made to estimate the cost per task for invoicing purposes, the contract will be a lump sum agreement.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-936

County Administrator's Report Item #: 14. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Purchase of Fire Rescue Uniforms Contract, PD 10-11.048

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Fire and Rescue Uniforms Contract, PD 10-11.048 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a three-year Contract for the "Purchase of Fire Rescue Uniforms Contract", PD 10-11.048, to the Bosso Uniform Company, Inc., in accordance with the terms and conditions of the solicitation and annual appropriation of funds for approximately \$80,000 per year.

[Funding: Fund 143, Fire Protection, Object Code 55201, Cost Center 330206]

BACKGROUND:

An Invitation to Bid was advertised in the Pensacola News Journal on May 9, 2011, and mailed out on May 9, 2011, for "Purchase of Fire Rescue Uniforms Contract PD 10-11.048. The solicitation was sent to fifteen vendors and two bids were received and opened on May 25, 2011.

BUDGETARY IMPACT:

[Funding: Fund 143, Fire Protection, Object Code 55201, Cost Center 330206]

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Coversheet Contract will be used.

PERSONNEL:

The Fire Rescue Division, of Public Safety will be the Contract Administrator for this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County, FL Code of Ordinance Chapter 46 Finance, Article II Purchases and Contracts, Division 3 Procedures, Section 46-85 same bid award.

IMPLEMENTATION/COORDINATION:

Purchasing will be responsible for obtaining signed Contracts, insurance and issuance of the Purchase Orders.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-871

County Administrator's Report Item #: 14. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Fiscal Year 2011-2012 Detailed Work Plan Budget - Mosquito Control

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Detailed Work Plan Budget for the Mosquito Control Division Fiscal Year 2011-2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action regarding the Detailed Work Plan Budget for the Mosquito Control Division:

- A. Approve the Detailed Work Plan Budget - Mosquito Control for Fiscal Year 2011-2012; and
- B. Authorize the Chairman to sign the document.

BACKGROUND:

The Florida Department of Agriculture and Consumer Services provides Escambia County with Grant Funds to supplement its Mosquito Control Division budget. In order to receive the Fiscal Year 2011-2012 grant, the County's Mosquito Control Division is required to provide a Detailed Work Plan Budget that shows how these funds will be used. The proposed Detailed Work Plan Budget is based on the next fiscal year's proposed County Budget. The Escambia County Management and Budget Services Department has reviewed this proposed Detailed Work Plan Budget for Fiscal Year 2011-2012 and found it to be acceptable. The State Grant funds will be appropriated under Fund 106, Cost Center 220703.

BUDGETARY IMPACT:

The revenue received from the Florida Department of Agriculture and Consumer Services will augment funds provided by the County to operate the Mosquito Control Division.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Approval of this recommendation will require no additional personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board of County Commissioners' policy governing Grant applications. This recommendation is consistent with the Board's goals and objectives of capitalizing on alternate revenue generation without increasing the tax burden.

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, the Community and Environment Department/Mosquito Control Division will forward the required documents to the appropriate State offices.

Attachments

Detailed Work Plan Mosquito Control



Florida Department of Agriculture & Consumer Services
 Division of Agricultural Environmental Services
 Bureau of Entomology and Pest Control

DETAILED WORK PLAN BUDGET

Adam H. Putnam,
 Commissioner

Recommend For Approval: _____ Date: _____ Approved by: _____ Bureau of Entomology and Pest Control Date: _____	FOR FISCAL YEAR BEGINNING: OCTOBER 1, 2011 ENDING: SEPTEMBER 30, 2012 COUNTY or DISTRICT: <u>Escambia County, Florida</u> AUTHORITY: Chapter 388.341, F.S.	Prepared by: Robert R. Betts, Division Manager, Mosquito Control Division _____ DATE: June 16, 2011 Approved by: Board of County Commissioners, Escambia County, Florida _____ Kevin W. White, Chairman, Board of County Commissioners Attest: Ernie Lee Magaha, Clerk of the Court _____ Deputy Clerk Date: _____
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Page 1 of 4			TO BE PAID FROM			PROGRAM ELEMENTS				
Account	TITLE	Period or Quantity	Rate or Unit	Total Cost	Local	State	General	Capital		
12	R. Betts, Division Manager	2080	\$33.20	\$69,064	\$69,064	\$0				
12	M. Mello, Mosquito Control Supervisor	2080	\$16.38	\$34,069	\$34,069	\$0				
	J. Sanders, Fleet Maint. Technician	2080	\$19.68	\$40,944	\$40,944	\$0				
	K. Bell, Mosquito Control Technician	2080	\$18.67	\$38,827	\$38,827	\$0				
	A. Cotton, Mosquito Control Technician	2080	\$12.47	\$25,945	\$25,945	\$0				
	L. Padgett, Mosquito Control Technician	2080	\$19.58	\$40,723	\$40,723	\$0				
	K. Sargent, Mosquito Control Technician	2080	\$11.30	\$23,510	\$23,510	\$0				
	C. Rooker, Mosquito Control Technician	2080	\$12.72	\$26,464	\$26,464	\$0				
	E. Wise, Mosquito Control Technician	2080	\$12.72	\$26,464	\$26,464	\$0				
	V. McClure, Sr. Office Support Assistant	2080	\$15.94	\$33,146	\$33,146	\$0				
14	Overtime	37	\$108.20	\$4,000	\$0	\$4,000				
10	Personal Services			\$363,156	\$359,156	\$4,000				
21	FICA Taxes	1 Year	7.65%	\$27,474	\$27,474	\$0				
22	Retirement Contributions	1 Year		\$19,676	\$19,676	\$0				
23	Life and Health Insurance	1 Year		\$85,000	\$85,000	\$0				
24	Workers' Compensation	1 Year		\$16,856	\$16,856	\$0				
20	Personal Benefits			\$149,006	\$149,006	\$0				
34	Uniforms	1 Year		\$1,950	\$1,950	\$0				
30	Operating Expenses			\$1,950	\$1,950	\$0				
40.1	Per Diem or Meals	1 Year		\$11,500	\$500	\$11,000				
40.2	Incidental Travel Expenses	1 Year		\$1,000	\$0	\$1,000				
40	Travel and Per Diem			\$12,500	\$500	\$12,000				
Sub-Totals Carried Forward				\$526,612	\$510,612	\$16,000				



Florida Department of Agriculture & Consumer Services
 Division of Agricultural Environmental Services
 Bureau of Entomology and Pest Control
DETAILED WORK PLAN BUDGET

Adam H. Putnam,
 Commissioner

Recommend For Approval: _____ Date: _____ Approved by: _____ Bureau of Entomology and Pest Control Date: _____	FOR FISCAL YEAR BEGINNING: OCTOBER 1, 2011 ENDING: SEPTEMBER 30, 2012 COUNTY or DISTRICT: <u>Escambia County, Florida</u> AUTHORITY: Chapter 388.341, F.S.	Prepared by: Robert R. Betts, Division Manager, Mosquito Control Division _____ DATE: June 16, 2011 Approved by: Board of County Commissioners, Escambia County, Florida _____ Kevin W. White, Chairman, Board of County Commissioners Attest: Ernie Lee Magaha, Clerk of the Court _____ Deputy Clerk Date: _____
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Page 2 of 4			TO BE PAID FROM				PROGRAM ELEMENTS				
Account	TITLE	Period or Quantity	Rate or Unit	Total Cost	Local	State	General	Capital			
Carried Forward from Page 1				\$526,612	\$510,612	\$16,000					
41	Communication Services	1 Year		\$3,200	\$3,200	\$0					
42	Freight Services	1 Year		\$1,055	\$700	\$355					
44	Rentals and Leases	1 Year		\$550	\$550	\$0					
46 Repair and Maintenance Services											
46.1	Maintenance of Automotive Equipment	1 Year		\$2,900	\$2,900	\$0					
46.2	Maintenance of Office Equipment	1 Year		\$1,000	\$1,000	\$0					
46.3	Maintenance of Other Equipment	1 Year		\$4,600	\$4,600	\$0					
Sub-Total Repair and Maint. (Accts. 46.1 - 46.4)				\$8,500	\$8,500	\$0					
47	Printing and Binding	1 Year		\$700	\$350	\$350					
49 Other Current Charges and Obligations											
49	VCMS License Fee	1 Year		\$500	\$0	\$500					
50 Supplies and Materials											
51	Office Supplies / Materials	1 Year		\$3,000	\$3,000	\$0					
Operating Supplies											
52.10	Gasoline	1 Year	\$4.00	\$29,000	\$29,000	\$0					
52.11	Oil 5W-20 (16 Gal Keg)	2	\$125.52	\$251	\$251	\$0					
52.12	Transmission Fluid (Case of 12)	1	\$29.64	\$30	\$30	\$0					
52.13	Brake Fluid (Case of 12)	2	\$41.88	\$84	\$84	\$0					
52.14	Power Steering Fluid (Case of 12)	1	\$47.28	\$47	\$47	\$0					
52.15	Windshield Washer Fluid (Case of 6)	10	\$20.34	\$203	\$203	\$0					
Sub-Total Operating Supplies (Accts. 52.10 - 52.15)				\$29,615	\$29,615	\$0					
Sub-Totals Carried Forward				\$47,120	\$45,915	\$1,205					



Florida Department of Agriculture & Consumer Services
 Division of Agricultural Environmental Services
 Bureau of Entomology and Pest Control
DETAILED WORK PLAN BUDGET

Adam H. Putnam,
 Commissioner

Recommend For Approval: _____ Date: _____ Approved by: _____ Bureau of Entomology and Pest Control Date: _____	FOR FISCAL YEAR BEGINNING: OCTOBER 1, 2011 ENDING: SEPTEMBER 30, 2012 COUNTY or DISTRICT: <u>Escambia County, Florida</u> Authority: Chapter 388.341, F.S.	Prepared by: Robert R. Betts, Division Manager, Mosquito Control Division _____ DATE: June 16, 2011 Approved by: Board of County Commissioners, Escambia County, Florida _____ Kevin W. White, Chairman, Board of County Commissioners Attest: Ernie Lee Magaha, Clerk of the Court _____ Deputy Clerk Date: _____
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Page 3 of 4			TO BE PAID FROM				PROGRAM ELEMENTS				
Account	TITLE	Period or Quantity	Rate or Unit	Total Cost	Local	State	General	Capital			
Carried Forward from Page 2				\$29,615	\$29,615	\$0					
52.22	Methoprene Briquets (30-day) (per Case)	10	\$435.00	\$4,350	\$4,350	\$0					
52.23	Methoprene XR Briquets (150-day) (per Case)	20	\$695.00	\$13,900	\$13,900	\$0					
52.25	BTI Flowable Liquid (per Case)	37	\$202.00	\$7,474	\$7,474	\$0					
52.26	BTI Granules - 5/8 Mesh (per 40 # Bag)	5	\$105.00	\$525	\$0	\$525					
Sub-Total Chemicals (Accts. 52.20 - 52.26)				\$26,249	\$25,724	\$525					
52.30	Clothing and Wearing Apparel	1 Year		\$700	\$700	\$0					
52.40	Miscellaneous Supplies and Incidentals	1 Year		\$441	\$400	\$41					
52.41	Entomological Supplies/Dry Ice	1 Year		\$400	\$400	\$0					
52.50	Tools and Small Implements	1 Year		\$175	\$175	\$0					
52	Total Operating Supplies			\$57,580	\$57,014	\$566					
54	Books, Publications & Subscriptions	1 Year		\$0	\$0	\$0					
54	Memberships - FMCA	1 Year		\$820	\$675	\$145					
54	Memberships - AMCA	1 Year		\$480	\$0	\$480					
55	Training	1 Year		\$2,000	\$2,000	\$0					
Subtotals Carried Forward				\$31,265	\$30,074	\$1,191					



Adam H. Putnam,
Commissioner

Florida Department of Agriculture & Consumer Services
Division of Agricultural Environmental Services
Bureau of Entomology and Pest Control
DETAILED WORK PLAN BUDGET

Recommend For Approval: _____ Date: _____ Approved by: _____ Bureau of Entomology and Pest Control Date: _____	FOR FISCAL YEAR BEGINNING: OCTOBER 1, 2011 ENDING: SEPTEMBER 30, 2012 COUNTY or DISTRICT: Escambia County, Florida AUTHORITY: Chapter 388.341 F.S.	Prepared by: Robert R. Betts, Division Manager, Mosquito Control Division _____ DATE: June 16, 2011 Approved by: Board of County Commissioners, Escambia County, Florida _____ Kevin W. White, Chairman, Board of County Commissioners Attest: Ernie Lee Magaha, Clerk of the Court _____ Deputy Clerk Date: _____
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Page 4 of 4			TO BE PAID FROM			PROGRAM ELEMENTS					
Account	TITLE	Period or Quantity	Rate or Unit	Total Cost	Local	State	General	Capital			
	Carried Forward from Page 1			\$526,612	\$510,612	\$16,000					
	Carried Forward from Page 2			\$47,120	\$45,915	\$1,205					
	Carried Forward from Page 3			\$31,265	\$30,074	\$1,191					
72	Interest			\$0	\$0	\$0					
89	Contingency (Current Year)			\$0	\$0	\$0					
Total Expenditure Budget and Changes				\$604,997	\$586,601	\$18,396					
0.001	Reserves - Future Capital Outlay			0.00	0.00						
0.002	Reserves - Self-Insurance			0.00	0.00						
0.003	Reserves - Cash Balance to be carried over			0.00	0.00						
0.004	Reserves - Sick and Annual Leave			0.00	0.00						
Total Reserves Ending Balance				0.00	0.00	0.00					
Total Budgetary Expenditures and Balance				\$604,997	\$586,601	\$18,396					



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-912

County Administrator's Report Item #: 14. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: State of Florida E911 Board, E911 State Grant Program Application

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida E911 Board, E911 State Grant Program Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida E911 Board, E911 State Grant Program Application, in the amount of \$352,015.16, with no County match, for the purpose of upgrading the E911 System Nortel PBX communication hardware and software components at County Public Safety Answering Points (PSAP):

- A. Ratify the approval and submission of the completed Grant Application package; and
- B. Ratify the County Administrator's signature on the Grant Program Application form.

BACKGROUND:

At the core of Escambia County's Vesta E911 system is the Nortel PBX. Avaya purchased Nortel's communication system after Nortel declared bankruptcy. Avaya has declared "end of life" for certain Nortel products to include the PBX software that runs Escambia County's E911 system. Avaya will not support our current version. Grant funding is sought to upgrade the E911 System Nortel PBX communication hardware and software components with Avaya PBX communication components and software. The objective is to keep Escambia County's E911 System operational and provide for continuous E911 service, including all maintenance required, to assure continued operation for the original life expectancy of our E911 System.

Delays in receipt of required quotes resulted in the Department not having sufficient time for Board approval prior to the grant submission deadline of June 1, 2011. The Board's Competitive Grant Application Policy provides that, in such cases, grant applications requiring Board approval may be signed by the County Administrator if it has been reviewed and approved by the Office of Management and Budget and the County Attorney's office. The policy further requires ratification of the grant package and the County Administrator's signature at the next regularly scheduled meeting.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

On May 25, 2011, Kristin Hual, Assistant County Attorney, approved the document as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This complies with the Board's Competitive Grant Application Policy.

IMPLEMENTATION/COORDINATION:

Deadline for submittal of the application packet is June 1, 2011, with evaluation and final award decisions to be made by December 30.

Attachments

E911 Grant Program Application

APPLICATION FOR

THE E911 STATE GRANT PROGRAM

**W Form 3A, incorporated by reference in Florida Administrative
Code Rule 60FF1-5.003 E911 State Grant Program - Application
effective 3/1/2011**

1.0 Purpose

The E911 State Grant Program is to assist counties with the installation of Enhanced 911 (E911) systems and to provide "seamless" Enhanced 911 throughout the State of Florida.

2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida is eligible to apply for this grant program. Funding priorities are established in Addendum I.

3.0 Definitions

As used herein, the term "Board" shall mean the State of Florida E911 Board.

As used herein, the term "next generation 911" (NG9-1-1) shall be defined per the National Emergency Number Association (NENA) Master Glossary of 9-1-1 Terminology. "NG9-1-1 is the next evolutionary step in the development of the 9-1-1 emergency communications system known as E9-1-1 since the 1970s. NG9-1-1 is a system comprised of managed IP-based networks and elements that augment present-day E9-1-1 features and functions and add new capabilities. NG9-1-1 will eventually replace the present E9-1-1 system. NG9-1-1 is designed to provide access to emergency services from all sources, and to provide multimedia data capabilities for PSAPs and other emergency service organizations."

4.0 E911 State Grant Program Calendar

	Schedule
Counties submit Application	by June 1
Board Members evaluate applications	June - December
Board votes on applications to fund at regularly scheduled meeting	June - December
Board sends notification of funding and issues check to counties approved for funding	before December 30
Implementation period	One year from receipt of award and funds.
Expiration of the right to incur costs	Two years from receipt of award and funds.

5.0 General Conditions

5.1 Applications must be delivered to the following address:

State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 160
Tallahassee, Florida 32399-0950

- 5.2 The applicant must provide one original of the pages for Application Form items 1 through 14 and the associated quotes for the grant application postmarked or delivered on or before June 1. Failure to provide these documents will result in automatic rejection of the grant application.
- 5.3 The E911 Board will not consider leasing of equipment unless the applicant can show that leasing rather than purchase will reduce total costs. Leasing costs should be calculated to account for only the first year warranty and maintenance costs and should not include upfront maintenance costs to reduce the lease amount.
- 5.4 All grant applications shall be accompanied by at least one quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated competitive quotes from different vendors, unless a sole source request is approved in compliance with General Conditions item 5.5. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.
- 5.5 If the grant application does not exceed the threshold amount of \$195,000, the county can initiate a request for approval for sole source funding. The request will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the grant application. Sole source will be approved if provided in accordance with Florida Statute 287 or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which should be provided with the grant application.
- 5.6 Applicants requesting items from different funding priorities should complete a separate application for each priority. (See Addendum I - Funding Priorities for the E911 State Grant Program for a listing of funding priorities). Items from the same funding priorities should be combined in the same application and shall comply with General Conditions items 5.4 and 5.5.
- 5.7 Should two or more counties jointly apply for a grant, each county will be required to complete and submit a Grant Program Application detailing the funds requested and the county responsible for the funds, with a combined grant application detailing the entire project and a memorandum of understanding of all counties involved. The combined grant application shall comply with General Conditions items 5.4 and/or 5.5.
- 5.8 Equipment procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements including Florida Statute 112.061.
- 5.9 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant request or award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.

6.0 Limitation on Use of Funds

- 6.1 Only eligible expenses for E911 service listed in Florida Statute §365.172(9) (Appendix I) that are not specifically excluded in this application will be funded.
- 6.2 Specifically excluded E911 expenses:
 - 6.2.1 Salaries and associated expenses for 911 coordinators and call takers or other 911 personnel will not be funded.
 - 6.2.2 Wireline database costs from the Local Exchange Carrier, vehicle expenses, consoles, workstation furniture and aerial photography expenses will not be funded. Interconnecting hardware and network equipment for NG-911 PSAPs is fundable; however, private community/municipal copper and fiber cabling system build outs is not fundable.
- 6.3 Funding limitations are specified on the following items:
 - 6.3.1 Recurring network and circuit costs, equipment maintenance and warranty costs will not be funded on more than the first year implementation period.
 - 6.3.2 Grant funding shall be limited to eligible expenditures for two PSAPs per county, two primary or two secondary or a primary and a secondary PSAP(s).
 - 6.3.3 Selective router equipment costs are limited to the primary PSAP system and are limited to one per county.
 - 6.3.3 Training cost funding is limited to new system & equipment training.

7.0 Approval and Award

- 7.1 The Board will review each application for compliance with the requirements of terms and conditions.
- 7.2 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout, of previous E911 Board grant awards. Any conditional hold, for documentation submittal, is limited to the last regularly scheduled E911 Board meeting application vote established in the grant program calendar.
- 7.3 Applications will be awarded based upon the priorities set by the Board as listed in Addendum I - Funding Priorities for the E911 State Grant Program.

- 7.4 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in the State E911 plan, or documented factors provided in the grant application submission. NG-911 network systems should include a comparative presentation of network alternatives, including applicable LEC, CLEC, County and State alternatives. All stepped pricing should be thoroughly explained including the corresponding benefits for the County and the Board.

8.0 Financial and Administrative Requirements

- 8.1 Grant funds shall be deposited in an account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the county. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds.
- 8.2 Grant funds, including accrued interest, can only be used between the beginning and ending dates of the grant term, unless the Board authorizes an extension.
- 8.3 The right to incur costs under this grant expires two years from receipt of award and funds. The grantee may not incur costs for payment with grant funds past the expiration date.
- 8.4 Grant funds must be deposited in an interest-bearing account. On grant awards of \$25,000.00 or more, any interest generated must be spent as part of this project or the earned interest shall be returned to the Board. Utilization of the earned interest funds shall be authorized through an approved Request for Change Form and expenditure documentation shall be included in the final report. On grant awards of \$25,000.00 or less, any interest generated can be spent as part of this project or used for other allowable E911 expenditures listed in Florida Statute §365.172(9).
- 8.5 Responsibility for property and equipment obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned on a pro rata basis.
- 8.6 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained for a minimum of five years or thereafter until the effective replacement date of the system.

9.0 Grant Reporting Procedures

- 9.1 Grantees will be required to submit quarterly reports summarizing all expenditures and status of the grant project. Quarterly reports shall include an updated Application Form item #12 Budget/Expenditure Report and a completed Appendix III Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.

- 9.1.2 Earned interest shall be reported cumulatively.
- 9.1.3 Quarterly reports may be faxed, emailed, mailed or delivered to the E911 Board administrative or technical staff. In lieu of submitting a signed paper copy, the updated forms can be e-mailed to the Board's administrative or technical staff.
- 9.2 At project completion, a final report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.
- 9.3 No changes or departures from the original request are authorized unless approved in writing by the Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form. Any unauthorized change shall require the return of grant funds, plus any interest accrued.
- 9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within twelve months of award. Good cause documentation shall include a new project timeline schedule.
- 9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the Board.
- 9.3.3 Request for Change forms may be faxed, emailed, mailed or delivered to the E911 Board administrative or technical staff. In lieu of submitting a signed paper copy, the updated form can be e-mailed to the Board's administrative or technical staff.
- 9.4 The Appendix III Quarterly Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.5 The County's Board of County Commission chairperson shall be notified when overdue quarterly reports, final reports and final documentation are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.6 Funding continuance will be based on timely submission of quarterly reports.
- 9.7 Final document submission and close-out of a grant does not affect the Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

County Escambia

**STATE OF FLORIDA E911 BOARD
E911 STATE GRANT PROGRAM APPLICATION FORM**

Total Amount Requested: \$352,015.16

Project Title: Nortel PBX Upgrade

1. **Board of County Commissioners Chair:** Kevin W. White

Mailing Address: P.O. Box 1591

City: Pensacola

State: FL Zip: 32591 - 1591

Phone: (850) 595.4950 Fax: (850) 595.4204

Email Address: kevin_white@myescambia.com

2. **County 911 Coordinator:** Michael T. Moring

Mailing Address: 6575 North "W" St

City: Pensacola

State: FL Zip: 32505 - 1714

Phone: (850) 471.6315 Fax: (850) 471.6322

Email Address: michael_moring@myescambia.com

3. **Federal Tax ID Number:** 596000598

County Escambia

COUNTY INFORMATION

USE 12 POINT FONT OR LEGIBLE HAND PRINTING

4. County Information

- A. County Escambia
- B. Population 312,980 (FAC website)
- C. Total Number of Incoming Nonwireless Trunks 20
- D. Total Number of Incoming Wireless Trunks Included above
- E. Number of PSAP's 3
- F. Number of Call Taker Positions per PSAP ECC: 9 PPD: 8 ESO: 14
- G. Total Volume of 911 Calls 239,004 FY09-10
- H. What equipment is needed to maintain the Enhanced 911 system?
Avaya Software Version 7.5 and Vesta Software Upgrade
- I. What equipment is requested in this grant application?
E911 CPE Switch Upgrade
- J. Financial Information:
- 1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?
245,784.36
- 2.) What are the current annual costs for maintenance of items included in 1.)?
251,958.00

5. Describe your county's existing E911 system.

Escambia County operates and maintains a nine position primary PSAP with eight trunks at the Escambia County Emergency Communications Center (ECC). Pensacola PD (PPD) operates an eight position primary PSAP with six trunks. Escambia County SO (ESO) operates a fourteen position Secondary Answering Point with six trunks. All sites use Cassidian (formerly Plant) Vesta E911 with mapping and Nortel PBX Communication components. The system was installed two years ago through the E911 Board Grant Program.

6. Describe the proposed project including any goal(s) and objectives.

This project upgrades our E911 System Nortel PBX Communication hardware and software components with Avaya PBX Communication components and software. The objective is to keep Escambia County's E911 System operational and provide for continuous E911 service, including all maintenance required, to assure continued operation for the original life expectancy of our E911 System. Listed below are our goals, based on funding availability, in order of priority for this grant request.

- **1st Priority:** Upgrade Nortel PBX at the two Primary PSAPs, ECC and PPD. We would also upgrade the Secondary Answering Point, ESO simultaneously.
- **2nd Priority:** Upgrade Nortel PBX at the two Primary PSAPs, ECC and PPD. Upgrade the Secondary Answering Point after upgrades are complete at the Primaries whenever funds became available, locally or otherwise.

7. Justification of the need for the proposed project.

At the core of Escambia County's Vesta E9-1-1 system is a Nortel PBX. Avaya purchased Nortel's communication systems after Nortel declared bankruptcy. Avaya has declared "end of life" for certain Nortel products to include the PBX software that runs our system. Avaya will not support our current version. That is why our immediate goal is to upgrade the Nortel Switch at all locations.

The required upgrade will also involve replacement of some PBX hardware components as well as Vesta, Magic, and Orion Mapping software upgrades. Individual phone instruments (Meridian 2216s) that provide the interface and connectivity for E911 computers will also need replacing at a future date. For the short term, we plan to procure additional instruments through identified sources to void the need for immediate upgrades. This will go a long way in helping to defray costs now. Nortel components and parts have become scarce and will soon be nonexistent. Replacing those components now will ensure Escambia County's E911 System will be viable for the foreseeable future.

8. Describe why your county will not be able to complete this project without this grant funding.

The County's current E911 fee revenue funding is insufficient to replace all of the county's end-of-life equipment caused by the manufacturer's bankruptcy. Escambia County is currently dealing with a multi-million dollar shortfall in FY12 budget and does not have the capital to fund the replacement of the equipment.

9. Briefly describe how this grant project would be in concurrence with the State E911 Plan.

This project would provide for the E911 equipment upgrade to maintain the operation of the county's E911 System in concurrence with the State E911 Plan. It will also provide the ability to maintain maintenance contracts to assure operations and allow for upgrades to keep the system current and in compliance with the Plan.

10. Describe the required steps and an anticipated schedule or time frame with procurement and payment milestones and completion date.

Upon notification of grant award Escambia County will begin the project by contract with the appropriate vendor and upgrade the E911 CPE Switch. The anticipated schedule is:

0-90 Days – Enter contract agreement and procure necessary equipment and software.

91-210 Days – Awaiting delivery of required components. Meet with project manager and develop project schedule.

211-270 Days – Component and software install, testing and certification.

Since most quotes that were received did not offer a NICE Systems Recorder service and maintenance package, we have identified alternate sources to provide the required service.

Escambia County requested proposals from multiple vendors, including our current vendor Motorola who presented the highest bid. After much deliberation and study, we are applying for the grant funds to obtain the upgrade through AT&T. Century Link appeared to be the most competitive with AT&T, except that Century Link did not include Cassidian maintenance support costs in their PBX Upgrade bid.

11. Sole source justification (if applicable). N/A

12. Budget/Expenditure Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; E911 System, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions {if any} in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

County: **Escambia** Grant Number: _____ Report Date: _____

For Grant Period Ending: March 31 June 30 September 30 December 31 Year: _____ FINAL

Proposed Budget	Line Item	Unit Price	Quantity	Total Cost	USE FOR QUARTERLY REPORTS	
					Revised Budget	Total Expenditure for Grant Period
A. Systems (Hardware, Software, Equipment & Labor)						
	Sheriff's Office Enhanced 911 System Upgrade		1	\$40,960.22		
	Pensacola PD Enhanced 911 System Upgrade		1	\$40,960.22		
	ECC Enhanced 911 System Upgrade		1	\$13,721.23		
	Ethernet Routing Switches and Installation	4,024.70	3	\$12,240.21		
	Equipment shipping		1	\$598.95		
	Total System Items			\$ 108,480.83		
B. Services (Training, Maintenance and Warranty Items)						
	Sheriff's Office E911 1yr Maintenance		1	\$99,385.00		
	Pensacola PD E911 1yr Maintenance		1	\$63,017.50		
	ECC E911 1yr Maintenance		1	\$72,930.00		
	Avaya PBX 1yr Maintenance		3	\$6,935.83		
	Nortel Express Tech Support Next Bus Day SLCK8			\$1,266.00		
	Total Service Items			\$ 243,534.33		
	Applied County Carry Forward or other Funding (if applicable)			\$		
	Grant Request Total			\$ 352,015.16		

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	\$
Total Interest for Grant Period	\$
Final Completion Date:	

Michael T. Moring
Signature, County 911 Coordinator

County Escambia

13. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant, return of all funds and interest accrued (if any), to the Board and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds, will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the Board.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

By: Charles R. Oliver
Charles R. "Randy" Oliver,
County Administrator, Escambia County, FL

5/25/11
Date

Witness:

Susan Hendry

Carol Leavelle

This document approved as to form and legal sufficiency.
By: Justin Hual
Title: HCM
Date: 5/25/11

Appendix I

NO requests for funding will be acknowledged for any items not specified in Florida Statute 365.172, Emergency communication number "E911"; paragraph (9) (shown below).

Section 365.172 (9), Florida Statute

AUTHORIZED EXPENDITURES OF E911 FEE.—

(a) For purposes of this section, E911 service includes the functions of database management, call taking, dispatching, location verification, and call transfer.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by this section. These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the Public Service Commission's lawfully approved 911 and E911 and related tariffs or the acquisition, installation, and maintenance of other E911 equipment, including call answering equipment, call transfer equipment, ANI controllers, ALI controllers, ANI displays, ALI displays, station instruments, E911 telecommunications systems, visual call information and storage devices, recording equipment, telephone devices and other equipment for the hearing impaired used in the E911 system, PSAP backup power systems, consoles, automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems, integrated CAD systems for that portion of the systems used for E911 call taking, network clocks, salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position and a staff assistant position per county for the portion of their time spent administrating the E911 system, training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunicators as required under s. 401.465, and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Addendum I

Funding Priorities for the E911 State Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 State Grant Program will be made on a PRIORITY basis. There will be seven (7) priorities as identified below:

PRIORITY 1: Counties with E911 Phase II Primary and/or Secondary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Counties with E911 Phase II Primary and/or Secondary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining E911 Phase II status. This may include the following, listed in order of funding priority a through k:

- a: Hardware and software for Customer Premise Equipment
- b: Lightning Protection Equipment
- c: Uninterruptible Power Supply Equipment
- d: E911 Voice Recording Equipment
- e: E911 Database Equipment
- f: E911 Map Display Equipment
- g: E911 Map System Equipment - E911 map generation hardware and software licensing is limited to components for two stations
- h: New additional 911 Call Taker Position Equipment
- i: GIS Centerline and point generation
- j: Net clock
- k: Priority 2 Items not specifically listed in 2a through 2j.

PRIORITY 3: Counties with E911 Phase II Systems requesting consolidation of E911 PSAPs.

PRIORITY 4: Counties with E911 Phase II Systems requesting new NG-911 network funding.

PRIORITY 5: Counties with E911 Phase II Systems requesting new management information call monitoring system funding.

PRIORITY 6: Counties with E911 Phase II systems that require allowable E911 expense items that are not defined in Priorities 1, 2, 3, 4, & 5 but are needed to maintain a complete E911 system.

PRIORITY 7: Supplemental ANI/ALI Databases.

Regional E911 system project requests related to systems and equipment will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida E911 State Grant Program for any E911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under F. S. 365.172 and 365.173.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-903

County Administrator's Report Item #: 14. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Change Order to Purchase Order 110152 to Escambia County Area Transit (ECAT) for EMS Vehicle Repair and Maintenance

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Purchase Order 110152 to Escambia County Area Transit (ECAT) for EMS Vehicle Repair and Maintenance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order, which will increase the Purchase Order amount to cover the cost of repair and maintenance of Emergency Medical Services' (EMS) vehicles projected through the end of the current Fiscal Year:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	\$5,000
Vendor:	Escambia County Area Transit
Project Name:	N/A
Contract:	N/A
PO#	110152
Original Award Amount:	\$58,000
Cumulative Amount of Change Orders thru CO #1	<u>\$ 5,000</u>
New P.O. Amount	\$63,000

[Funding: Fund 408, Emergency Medical Services Fund, Cost Center 330302, Object Code 54601]

BACKGROUND:

This Change Order is to cover the projected expense for maintenance of EMS vehicles through the end of the current Fiscal Year. Unanticipated maintenance expenses resulted from increased use of equipment and vehicles, such as 4x4 utility vehicles, ATVs, campers, portable generators and administrative vehicles, and their exposure to the beach environment during the MEDOIL project in support of the BP cleanup efforts.

BUDGETARY IMPACT:

Funds for this Change Order are available in Fund 408, "Emergency Medical Services Fund"; Cost Center 330302, "EMS Operations"; Object Code 54601, "Repair & Maintenance".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Following Board approval, the Public Safety Department/Business Operations Division will prepare the necessary Change Order Request to be submitted to the Office of Purchasing for processing.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-905

County Administrator's Report Item #: 14. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Change Order to Purchase Order 110153 to Ward International Trucks for EMS Vehicle Repair and Maintenance

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Purchase Order 110153 to Ward International Trucks for EMS Vehicle Repair and Maintenance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order, which will increase the Purchase Order amount to cover the cost of repair and maintenance of Emergency Medical Services' (EMS) vehicles projected through the end of the current Fiscal Year:

Department:	Public Safety	
Division:	Emergency Medical Services	
Type:	Addition	
Amount:	\$45,000	
Vendor:	Ward International Trucks	
Project Name:	N/A	
Contract:	N/A	
PO#	110153	
Original Award Amount:		\$ 70,000
Cumulative Amount of Change Orders thru CO #1		<u>\$ 45,000</u>
New P.O. Amount		\$115,000

[Funding: Fund 408, Emergency Medical Fund, Cost Center 330302, Object Code 54601]

BACKGROUND:

This Change Order is to cover the projected expense for repair and maintenance of EMS vehicles through the end of the current Fiscal Year. Eight ambulance units came out of warranty this year resulting in increased cost for parts. In addition, new emissions laws and other environmental requirements have increased maintenance costs. Ward International is the only repair shop in Pensacola with the capabilities of performing diagnostic tests and troubleshooting for repairs/mechanical failure. An unexpected major expenditure of \$6,000

negatively impacted the amount budgeted for this purpose.

BUDGETARY IMPACT:

Funds for this Change Order are available in Fund 408, "Emergency Medical Fund"; Cost Center 330302, "EMS Operations"; Object Code 54601, "Repair & Maintenance".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Following Board approval, the Public Safety Department/Business Operations Division will prepare the necessary Change Order Request to be submitted to the Office of Purchasing for processing.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-931

County Administrator's Report Item #: 14. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Approval of Cooperative Agreement Between Escambia County and The Escambia County School Board.

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Cooperative Agreement Between Escambia County and the Escambia County School Board - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning a Cooperative Agreement between Escambia County and the Escambia County School Board:

A. Approve the Cooperative Agreement between the School Board of Escambia County, Florida, and the Escambia County, Florida, Board of County Commissioners, that provides for vocational training of incarcerated adult students, located in the Escambia County Road Prison, for a not-to-exceed amount of \$57,500 (\$37,500 for Salary and \$20,000 for Materials, Equipment and Supplies); and

B. Authorize the Chairman to execute the Agreement.

[Funding: Fund 175, Transportation; Inmate Commissary, Cost Center 290205]

BACKGROUND:

The School Board and the County are mutually committed to the development of a curriculum that meets the educational, mental health, and social welfare needs of adult students incarcerated at the Escambia County Road Prison. This agreement will provide career, technical and adult education to those inmates/students that are eligible for the program.

BUDGETARY IMPACT:

The Inmate Welfare Fund will cover the costs of the agreement. Funds are available in Transportation; Inmate Welfare Fund 175, Cost Center 290205.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Assistant County Attorney, has certified that the agreement is in order and legally sufficient.

PERSONNEL:

The Inmate Welfare Fund will cover personnel costs of the agreement. Funds are available in Transportation; Inmate Welfare Fund 175, Cost Center 290205.

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of all agreements/contracts.

IMPLEMENTATION/COORDINATION:

The Road Prison staff will implement the terms of this agreement on behalf of the County, and the School District staff will implement the terms of this agreement on behalf of the School Board.

Attachments

School Board agreement 2011

**COOPERATIVE AGREEMENT BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA,
AND
THE ESCAMBIA COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS**

The School Board of Escambia County, Florida, hereinafter referred to as the School District, and the Escambia County, Florida, Board of County Commissioners, hereinafter referred to as the Road Prison, enter into this agreement. The parties agree to the following:

1. PURPOSE

The School District and the Road Prison are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of adult students in incarcerated settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these adult students, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The School District and the Road Prison hereby pledge to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for adult students served in incarcerated settings.

This agreement ensures that the School District and Road Prison cooperatively plan for the provision of Career, Technical and Adult Education to incarcerated adult students who are eligible and in need of such services.

2. INTER/INTRA-AGENCY LINKAGES

- A. The School District and Road Prison staff are mutually committed to cooperate in the development of programs designed to provide a system that meets the educational and vocational needs of adult students served by both agencies.
- B. The School District and Road Prison staff each work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency.
- C. Road Prison staff acknowledges, respects, and abides by classroom rules and regulations developed by the administrator and employees of the School District and agreed to by Road Prison staff.
- D. Both parties strive for continuity and coordination of services across residential and educational programs. Examples are as follows:
 - 1. Establish a single intake procedure conducted by facility and school staff.

2. Staff from both agencies meet on a regular basis to plan, monitor, and evaluate student progress and overall program effectiveness.
3. There is mutual agreement on any new program to be developed within the scope of the educational services provided by the School District.

3. ROLES AND RESPONSIBILITIES

The Road Prison and the School District agree that the stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

A. MUTUAL RESPONSIBILITIES

To accomplish this goal, the agencies mutually agree to the following:

1. Assign staff that meets regularly to exchange pertinent information regarding regulations and policies.
2. Share the responsibility in developing an instructional calendar that complies with all collective bargaining labor agreements and addresses the unique challenges related to delivering vocational education in a prison setting. The instructional calendar shall include Saturday classes and extended work days.
3. Conduct joint facility needs assessment, planning, implementation, and evaluation activities.
4. Share the responsibility for addressing needs identified in complying with required standards as related to Council on Occupational Education accreditation.
5. Monitor and effectively implement state legislation concerning the education of students in incarcerated settings.
6. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.
7. Share the responsibility for providing technical assistance in the development, implementation, and evaluation of effective programs.
8. Disseminate this agreement to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the agreement.
9. Jointly develop transition strategies to assist adult students exiting the Escambia County Road Prison facility with their next placement. The transition strategies may include job placement and/or placement at George Stone Technical Center's main campus.

10. To the extent possible, the assignment of instructional personnel to the program will be discussed with the Road Prison director prior to making the assignment final.
11. Jointly provide support for educationally appropriate projects completed by students under the supervision of an instructor that enhance the student's understanding of the subject matter and that are of value to the School District, the Road Prison, or the citizens of Escambia County, Florida.

B. RESPONSIBILITIES OF THE ROAD PRISON

To implement this agreement, the Road Prison staff shall

1. Receive technical assistance from the School District regarding the development of any rules/policies pertaining to the provision of educational programs for students in the Road Prison facility consistent with state and federal laws, rules, and regulations.
2. Receive and utilize the information regarding educational best practices for adult students in the Road Prison disseminated by the Florida Department of Education, Division of Public Schools, Bureau of Student Services.
3. Participate and assist in the monitoring and evaluation of programs for adult students served in the Road Prison setting to ensure compliance with applicable state and federal laws, rules, and regulations.

C. RESPONSIBILITIES OF THE SCHOOL DISTRICT

To implement this agreement the School District shall

1. Provide technical assistance in the development and implementation of any rules/policies developed by the Road Prison pertaining to the provision of educational programs.
2. Disseminate information about and assist in the development and adoption of promising educational practices for adult students in the Road Prison.
3. Provide all instructional recordkeeping functions related to attendance, progress, certificates, and industry credentials, as well as all functions related to maintaining permanent student transcripts.
4. Coordinate activities for the identification and evaluation of basic skills for adult students served in educational programs in the Road Prison.
5. Provide general supervision of educational services through

- a. Reviewing of the procedures and documents for providing education programs to determine compliance with provisions of this agreement and applicable State Board of Education rules.
- b. Monitoring and evaluation of education programs provided by or through the Road Prison facility for students to ensure compliance with Florida statutes, applicable federal and state laws, rules, and regulations.

4. ADMINISTRATIVE PROCEDURES

A. TIMELINES

This Cooperative Agreement shall become effective with the appropriate signatures of the Chairs of the School Board and the Escambia County, Florida Board of County Commissioners. This Cooperative Agreement may be terminated upon thirty (30) days notice by either party. This agreement will be reviewed annually and may be amended by the written request of either agency at anytime. Any amendments or modifications will only become effective by mutual agreement.

B. CONFIDENTIALITY

Each agency will protect the rights of adult students and clients with respect to records created, maintained, and used by public institutions within the state. It is the intent of this agreement to ensure that students and clients have the rights of access, rights of challenge, and the rights of privacy with respect to records and reports, and that applicable laws and regulations for this right shall be strictly adhered to.

5. ALLOCATION OF RESOURCES

So that the mutually agreed upon objectives of this agreement can be adequately met, resources from the School District and Road Prison will be allocated based on the previously identified roles and responsibilities of each agency.

A. The Road Prison agrees to the following:

1. To maintain responsibility and make final decisions relative to student care; to include security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services, transportation, counseling and psychological services, and supervision of adult students when not in the education program.
2. To provide facilities, including utilities and maintenance; to house the educational programs; and provide reasonable protection of School District property.

3. To purchase and maintain materials, equipment, and supplies used in the student education programs not to exceed twenty thousand dollars (\$20,000).
4. To maintain no less than twenty (20) students per class for direct student instruction consistent with the School District's guidelines for attendance and satisfactory academic progress.
5. To select students that will be in attendance for a minimum of three hundred (300) clock hours for the 2011-2012 school year.
6. To provide compensation for a part-time certified Testing Administrator at his/her regular rate of pay, not to exceed five thousand dollars (\$5,000).
7. To provide compensation for fifty percent (50%) of the salary of one (1) full-time certified vocational instructor at the regular rate of pay for (10) months plus summer school with School Board approval. Salary is based on the 2011-2012 instructional salary schedule, not to exceed \$64,000 plus benefits.

Documentation for reimbursement of testing administrator's part-time salary and fifty percent (50%) of one (1) full-time certified vocational instructors' salary shall be by monthly invoice.

B. The School District agrees to the following:

1. To provide a public education, including but not limited to, vocational and career guidance services to adult students, consistent with all state and federal rules, regulations, and laws.
2. To deposit revenue generated from training project sales into the George Stone Technical Center Training Program Internal Account. All funds from project sales are to be used in support of training related activities at the Road Prison. All funds are to be handled consistent with existing School District policies and procedures.
3. To provide necessary instructional materials and resources to ensure compliance with the programs' objectives and curriculum frameworks.
4. To staff and compensate fifty percent (50%) of the salary of one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school with School Board approval.
5. To provide twenty-five (25) hours of instruction weekly in each educational program, to include Saturday class and extended days.

6. INTERAGENCY DISPUTES

In the event of any conflict regarding the execution of this agreement, the parties will exchange written statements outlining the party's understanding of the conflict, the party's position and justification therefor, and suggested resolution. Within a reasonable time after this exchange, the administrators listed in Paragraph 10 below will meet in an effort to resolve the issue(s). In the event this effort is unsuccessful, the Conflict Resolution Procedures provided in Ch. 164, F.S. will be followed.

7. ASSESSMENT

The parties shall:

- A. Develop an integrated assessment process to ensure that all adult students are evaluated for the purpose of determining the most appropriate educational programs.
- B. Collaboratively define assessment protocols for intake and educational services.

8. CLASSROOM MANAGEMENT AND ATTENDANCE

The parties mutually agree to comply with the School Board approved policies and procedures for classroom management and attendance consistent with procedures at George Stone Technical Center.

9. STAFF DEVELOPMENT

The parties mutually agree to ensure the following:

- A. Professionals serving students are appropriately certified according to Florida law and position qualifications.
- B. To the extent possible, both parties will provide appropriate staff development for instructional personnel related to their responsibilities under this agreement.
- C. Pre-service, inservice, and staff development programs will be joint efforts and cooperatively developed and provided.

10. AGENCY REPRESENTATIVES

The name and address of the administrator responsible for the Board of County Commissioners is:

Captain Charles Snow
Escambia County Road Prison
601 Highway 297A
Cantonment, Florida 32533

The name and address of the administrator responsible for the School District for this agreement is:

Lesa Morgan, Director
Workforce Education
30 East Texar Drive
Pensacola, FL 32503

11. INDEMNIFICATION

Each party agrees to be fully responsible up to the limits of 768.28, F.S., for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

12. GENERAL CONDITIONS

- A. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of 768.28, F.S.
- B. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- C. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- D. **Termination.** This Agreement may be canceled with or without cause by ECSB during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement. Any termination upon default or breach of a material term shall be immediate, unless the nonbreaching party elects otherwise.
- E. **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with State and Federal law and the records retention requirements applicable to its records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to 119.07, F.S., and any resultant award of attorney's fees for non-compliance with that law.
- F. **Confidentiality.** The parties acknowledge that as a result of the relationship that the parties, their agents, and employees may be given access to or acquire

information which may be proprietary to and/or confidential to the respective parties and those they service. Any and all such information obtained by either party or their respective employees shall be deemed confidential and/or proprietary, as the case may be. Each party agrees to hold such information in strict confidence and not to disclose such information or to use such information for any purpose whatsoever other than the provision of services under this agreement. Each party agrees to advise its agents and employees of the obligation to keep such information confidential and to obtain their agreement to do so.

- G. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and 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, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- H. **Amendments.** No modification, amendment, or other alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- I. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- J. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- K. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- L. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the First Judicial Circuit of Escambia County, Florida.

- M. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto represent and warrant that the execution and delivery of this Agreement has been duly authorized by all necessary corporate action.
- N. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- O. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- P. **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- Q. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- R. **Necessary Acts.** The parties will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.

NOW IN WITNESS WHEREOF, this agreement effective August 15, 2011, has been executed on the respective dates under each signature, by and on behalf of the School Board of Escambia County, Florida, and the Board of County Commissioners of Escambia County, Florida.

**THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA**

By: _____
Mr. Gerald W. Boone, Chair

Date: _____

Attest:

BY: _____
Malcolm Thomas, Superintendent

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

By: _____
Kevin W. White, Chairman

Date: _____

Attest: ERNIE LEE MAGAHA
Clerk of the Circuit Court

BY: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency

By: 

Title: HCA

Date: 6/8/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-934

County Administrator's Report Item #: 14. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Approval of Contract AH102 between Florida Department of Children and Families and Escambia County Board of County Commissioners

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of of the Documentation of Negotiation between the Florida Department of Children and Families and the Escambia County Board of County Commissioners - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Florida Department of Children and Families Contract AH102:

A. Approve the Documentation of Negotiation for forensic mental health specialist services(s), Contract AH102, between the Escambia County Board of County Commissioners and the Florida Department of Children and Families; and

B. Authorize the Chairman to sign the Documentation of Negotiation and Contract Renewal Form.

This Contract is a fixed-rate Contract for a total amount of \$142,920, based on a monthly rate of \$3,970, for a three-year period. This funding is provided by the State 100%.

BACKGROUND:

On July 10, 2008, the Board of County Commissioners approved an agreement between Escambia County and the Florida Department of Children and Families. This agreement provided funding for the establishment of Forensic Mental Health Specialist position within Community Corrections in the Pre-Trial Release Program to provide services to the justice system.

BUDGETARY IMPACT:

This contract is a fixed rate contract for a total amount of \$142,920.00, based on a monthly rate of \$3,970.00, for a three (3) year period. This funding is provided by the State 100%.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract amendment has been reviewed by Kristen Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

This contract provides funding from the State for one (1) Forensic Mental Health Specialist position.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policy requires contract amendments to be Board approved.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by Escambia County Community Corrections, Pre-Trial Release Program.

Attachments

DCF-AH102

DOCUMENTATION OF NEGOTIATION

CONTRACT NUMBER: AH102

NAME OF PROVIDER: Escambia County Board of County Commissioners

SERVICE(s) TO BE PROVIDED: Forensic Mental Health Specialist

METHOD OF PAYMENT: Circle Method(s)

Fixed Rate Cost Reimbursement Unit Rate Advance Cost Plus

Procurement History: *(Describe the method of procurement; cite the regulated exemption and/or the renewal year.)*

This contract was originally effective December 26, 2006 in order to establish a Forensic Pre-Trial Diversion program in Escambia County. The program has been successful and continues to involve other members of the judicial system as well as community members. This provider is exempt as a governmental agency.

Provider History:

This Provider has been contracted with the Department of Children and Families SAMH Program since December of 2006. The Pre-Trial Release Program in Escambia County has operated successfully for a number of years and the original contract established the Mental Health Diversion portion of the program. This contract enables the Mental Health Pre-Trial Release program to continue in Escambia County.

This Provider is well established in the delivery of Pre-Trial Release Services. The Escambia County Board of County Commissioner's affiliation with all other county operated services, including the State Attorney's Office, the Public Defenders Office, the County Jail and the Department of Community Corrections places them in a uniquely qualified position to provide Forensic Mental Health/Pre-Trial Release Services in Escambia County.

Negotiation Meetings: *(Include names of negotiation participants, times, dates, and locations of negotiations.)*

The Circuit I, SAMH Program Office staff, J. Paul Rollings, Circuit One Program Supervisor, Krista Clark, Budget Analyst Susan Sweeney, Program Analysis and Freda lacey, Contract Manager met on March 8, 2011 to discuss the Escambia County Board of County Commissioners contract. A review of the services and the performance of the contract were completed. Based on this meeting a decision was made to renew the contract for 3 years. Further contact with Tammie Booker of Community Corrections, with Escambia County to discuss possible renewal of the contact was completed on March 9, 2011. Follow up meeting to discuss the process of renewal of the contract was conducted through telephone and email communications. Documents were reviewed by J. Paul Rollings, Circuit One SAMH Program Supervisor, Krista Clark,

Negotiation Summary: (Summarize the scope of the negotiations, address price/cost negotiations, objectives/deliverables and any issues requiring resolution or follow-up.)

Discussions were held to address cost, price, and deliverables as specified under **Negotiation Meetings**. It was agreed that the contract would be written for thirty-six months based on a monthly rate of \$3,970.00 for each FTE, for the delivery of one Forensic Mental Health Specialist Services in Escambia County, in conjunction with the Pre-Trial Release Program.

Performance Standards: (Address performance standards, measurable outcomes, or other pertinent information.)

Escambia County Board of County Commissioners will serve a minimum of sixty (60) forensic clients for each fiscal year in the contract period.

Budget and Rates: (Describe current funding, budget, how rates were determined and match requirements.)

The contract is a fixed rate contract for a total amount of \$142,920.00 for a **three (3)** year period

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: _____
Deputy Clerk

PROVIDER:
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA, DEPARTMENT OF CHILDREN AND FAMILIES

*SIGNED BY: _____

SIGNED BY: _____

*NAME: ~~Kevin White~~ Kevin W. White

NAME: Freda Lacey

*TITLE: Chairman of the Board

TITLE: Contract Manager

DATE: _____

DATE: _____

*Authorized Provider Representative

This document approved as to form and legal sufficiency.

By: [Signature]

Title: HCA AH401

Document of Negotiation

Escambia Co. Board of Co. Commissioners

Date: 6/7/11



STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

CONTRACT RENEWAL FORM

CONTRACT RENEWAL # AH102

ORIGINAL CONTRACT # AH401

THIS RENEWAL is entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "department" and

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

hereinafter referred to as the "provider."

As stated on Page 18, Section D., Paragraph 1. of Contract # AH401, the department is exercising its option to renew this contract if mutually agreed to by both parties. This renewal will begin on July 1, 2011 and end on June 30, 2014
(month & day) (year) (month & day) (year)

and the contract amount for this renewal period will not exceed \$ 142,920.00.

All terms and conditions of said original Contract and any supplements and amendments thereto shall remain in force and effect for this renewal.

IN WITNESS THEREOF, the parties have executed this Renewal by their undersigned officials as duly authorized.

PROVIDER
ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA, DEPARTMENT
OF CHILDREN AND FAMILIES
Chappie James Building, Suite 611
160 Governmental Center
Pensacola, Florida 32501

Signature: _____

Signature: _____

Name: ~~Kevin White~~ Kevin W. White

Name: Janice Thomas

Title: Chairman of the Board

Title: Circuit 1 Administrator

Date: _____

Date: _____

RENEWAL IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

This document approved as to form and legal sufficiency.

By: [Signature]

Title: ACF

Date: 6/7/11

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: _____
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-933

County Administrator's Report Item #: 14. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: State Highway Lighting, Maintenance, and Compensation Agreement

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State Highway Lighting, Maintenance, and Compensation Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State Highway Lighting, Maintenance, and Compensation Agreement:

A. Approve the State Highway Lighting, Maintenance, and Compensation Agreement with the State of Florida Department of Transportation (FDOT), that specifies a lump sum payment from FDOT to Escambia County, in the amount of \$58,831, for FDOT's 2011/2012 Fiscal Year (July 1, 2011 through June 30, 2012) to compensate the County for maintenance of street lighting on State highways; and

B. Adopt a Resolution authorizing Charles R. "Randy" Oliver, County Administrator, to execute the Agreement; and

C. Authorize the Chairman to sign the Resolution.

BACKGROUND:

Local governments within Florida have been requesting that the FDOT share in the costs to maintain and operate streetlights on the state highway system. Streetlights on state highways are currently being maintained for the FDOT by local governments. The FDOT has prepared an agreement that sets standards for maintenance and rates for reimbursement. Reimbursement rates are based on costs reported by local governments.

BUDGETARY IMPACT:

This agreement does not represent any additional expenses for the County. If the County enters into the subject agreement, the FDOT will pay the County a lump sum of \$58,831 in July 2012 (end of State Fiscal Year 2011-2012).

If the County does not enter into the subject agreement, it is still obligated to maintain the streetlights on the state highway system without reimbursement from the FDOT.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency on June 2, 2011. Stephen G. West, Assistant County Attorney, reviewed and approved the Agreement as to form and legal sufficiency on June 3, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, and after execution of the agreement and resolution, Traffic staff will transmit the agreement and a certified copy of the resolution to the FDOT for execution by June 30, 2011. FDOT prepared the agreement.

Attachments

State Hwy Lighting Agrmnt

State Hwy Lighting Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

CONTRACT NO. AQ983
FINANCIAL PROJECT NO. 405499-1-78-13
F.E.I.D. NO. F596000598052

THIS AGREEMENT, entered into this _____ day of _____, year of **2011**, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and Escambia County, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, **FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Manual of Uniform Traffic Control Devices; and,
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of an **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain shall commence upon the **MAINTAINING AGENCY's** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** shall not be required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to any acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s) and **FDOT** agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both **FDOT** and the **MAINTAINING AGENCY**
- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

2. Compensation and Payment

- a. **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ 58,831.00 for the

fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be FDOT's fiscal year). Payments will be made in accordance with Exhibit B.

- b. For each future fiscal year, FDOT and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. FDOT will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The Work Order shall be an FDOT signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, And Compensation Agreement Work Order." The Work Order shall reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, and the lump sum amount to be paid for the fiscal year indicated. The Work Order shall be signed by the **MAINTAINING AGENCY** and returned to FDOT. No payment will be made on Work Orders which are not properly signed and returned to FDOT prior to performing services.
- c. Payment shall be made in one annual lump sum as provided in paragraph 4.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by FDOT.

Records shall be maintained and made available upon request to FDOT during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to FDOT upon request.

4. Invoicing

The **MAINTAINING AGENCY** shall invoice FDOT yearly in an acceptable format. Invoices may be submitted between May 1 to June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, FDOT has five (5) working days to inspect and approve the goods and services. FDOT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. FDOT shall require a statement from the Comptroller of FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of FDOT which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, FDOT may exercise one or more of the following options, provided that at no time shall FDOT be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by FDOT or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from FDOT of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor FDOT shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. FDOT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

MAINTAINING AGENCY:

Escambia County
Public Works - Traffic Division
3363 W. Park Place
Pensacola, Fl. 32505

FDOT:

Florida Department of Transportation
Utilities Section
1074 Highway 90
Chipley, FL 32428

- f. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

- g. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- h. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

8. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You **MUST** signify by selecting or checking which of the following applies:

- No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature)

DATE: _____

(Typed Name: Charles R. "Randy" Oliver, GPA PE)

Witness: _____

(Typed Title: County Administrator)

Witness: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature)

DATE: _____

(Typed Name: Tim Smith)

(Typed Title: District Utilities Engineer)

FDOT Legal Review

BY: (Signature)

DATE: _____

Counsel

(Typed Name: Heather Lane)

This document approved as to form and legal sufficiency.

By: [Signature]

Title: Att. County Attorney

Date: Jun 3, 2011

Exhibit A

Systems listed below are excluded from this Agreement:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

EXHIBIT B

STATE HIGHWAY LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **Maintaining Agency** for the services described in this Agreement and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, the Department will pay the **Maintaining Agency** the Total Lump Sum as indicated in Section 2 of the Agreement. The **Maintaining Agency** will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each Fiscal Year is calculated by taking all of the actual number of qualifying lights times 90% times the FY Unit Rate.

Example: $330 \text{ lights} \times 0.90 \times \$179.11 = \$53,195.67$

FY	10-11	\$190.01
	11-12	\$195.71
	12-13	\$201.58

Beginning FY 12-13, the Unit Rate for each fiscal year will be 3% more than the Unit Rate from the previous fiscal year, unless otherwise specified in an amendment to this Agreement or changed through an update of this exhibit.

RESOLUTION NUMBER R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the "FDOT") finds it is necessary for Escambia County (hereinafter referred to as the "County") to execute and deliver to the FDOT the STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT, FPID 405499-1-78-13 (hereinafter referred to as the "Agreement"); and

WHEREAS, Escambia County concurs in finding it necessary to execute and deliver the Agreement to the FDOT;

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

Section 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

Section 2. That the Board hereby supports the proposed Agreement with the FDOT.

Section 3. That the Board hereby authorizes the County Administrator to execute the Agreement.

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

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
(SEAL)

This document approved as to form and legal sufficiency.
By: Kristina [Signature]
Title: AC [Signature]
Date: 0/2/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-930

County Administrator's Report Item #: 14. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Approval of Scope of Work and Authorization of Invitation to Bid for Saufley Landfill Clean-up

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Scope of Work and Authorization of Invitation to Bid for Saufley Landfill Cleanup - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the Scope of Work and authorize issuance of an Invitation to Bid for the Saufley Landfill Cleanup Project, to include relocating material to Perdido Landfill with alternate to dispose of material at an approved out-of-State Construction & Demolition (C&D) and Lined Landfill, subject to necessary insurance.

The Original Board decision for the Saufley Landfill Cleanup Project directed that the material removed from Saufley Landfill be disposed at the Perdido Landfill. The staff requests the option to bid disposal of the approved material at an approved out-of-State Construction & Demolition (C&D) and Lined Landfill.

[Funding Source: Fund 401, "Solid Waste Fund", Cost Center 220613, Object Code 56301, "Saufley Landfill"]

BACKGROUND:

The Original Board decision for the Saufley Landfill Clean-up Project directed that the material removed from Saufley Landfill be disposed at the Perdido Landfill. The staff requests the option to bid disposal of the approved material at an approved out-of-state Construction & Demolition (C&D) and Lined Landfill.

The proposed Bid will include all earthwork, waste disposal, transportation, storm water system construction, liner installation and gas collection system to successfully complete this project.

BUDGETARY IMPACT:

Funds are available in Fund 401, "Solid Waste Fund", Cost Center 220613, Object Code 56301, "Saufley Landfill".

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, the Public Works Department/Engineering Division will prepare a Bid Package to send to the Office of Purchasing for processing.

Attachments

Saufley Landfill Scope of Work

SAUFLEY LANDFILL REVITALIZATION PROJECT

Scope of Work-Summary

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor for excavation of a portion of the Saufley Landfill, and transporting and depositing the excavated waste at Perdido Landfill to achieve grades for the proposed side slopes.

The Saufley Landfill (site) is an approximately 23-acre inactive landfill located in Pensacola, Florida, that was operated as a construction and demolition debris (C&DD) landfill beginning around 1990. The site had been subject to complaints and regulatory enforcement actions stemming from odors and other issues reported by nearby residents beginning in the fall of 2005. The site was ordered to close in 2007, but closure requirements were not met. The majority of the waste at the site is covered by a soil layer of varying thickness (this soil layer is herein referred to as the *intermediate cover soil*). The owner abandoned the site in 2008. Escambia County (County) Board of County Commissioners approved the acquisition and closure of the site by the County in March, 2010. Shortly thereafter, the County entered into an agreement with the Florida Department of Environmental Protection (FDEP) to develop and construct a closure system for the site as well as address the post-closure care requirements in accordance with Rule 62-701, Florida Administrative Code (FAC).

Escambia County intends to excavate and relocate a portion of the waste from the site to the Perdido Landfill and use the excavated waste as fill for the existing side slopes. The process of excavating and relocating waste from landfills is also referred to in this document as *waste relocation* or *landfill reclamation*. Escambia County is interested in contracting out the following tasks of the project, collectively referred to herein as *Base Scope of Work*, to a qualified contractor:

- Existing Stormwater pond and perimeter swale restoration
- C&D waste excavation
- Excavated waste transportation to Perdido Landfill
- Excavated waste deposition at the western slope of the lined cells at Perdido Landfill to achieve the design grades
- Stormwater Pond Construction
- Landfill Gas Collection System Construction
- Final Closure Construction

Escambia County estimates that approximately **200,000 cubic yards of the C&D** debris will need to be excavated, transported and deposited at the Perdido Landfill. Quantities listed in this Invitation to Bid (ITB) are based on the current information available; however, actual quantities of cover soil and waste to be excavated may vary from these estimates.

Escambia County is also interested in contracting out the following alternate tasks for this project, collectively referred to as the *alternate scope of work* to a qualified contractor. The following are tasks that may be performed during the course of this project:

- C&D waste excavation
- Excavated waste transportation to a permitted construction and demolition debris

- disposal facility
- Excavated waste disposal at a permitted construction and demolition debris disposal facility
- Installation of a privacy fence

A-1 BASE SCOPE OF WORK

A-1-1 OVERVIEW

The base scope of work entails the following activities:

- Establishment of security fencing and lockable gates prior to the beginning of any site activity
- Restoration of the stormwater pond and perimeter swale at the site.
- Excavation of C&D waste from the site to achieve the design grades
- Transportation of C&D waste from the site to the designated area at the Perdido Landfill.
- Placement of the excavated C&D waste at the Perdido Landfill to achieve the proposed grades in accordance with the directions provided by ESCAMBIA COUNTY.
- Construction of diversion berms and letdown structures for stormwater conveyance
- Construction of Stormwater Pond
- Construction of Landfill Gas Collection System
- Construction of Final Closure System

A-1-2 6' CHAINLINK FENCING

The Contractor shall construct a 6' chainlink fence and access gates as necessary along the perimeter of the Saufley C&D facility for the duration of the construction project. The Contractor shall furnish all labor, materials and equipment necessary to install a 6' chainlink fence and access gates as necessary for the project. Escambia County has installed approximately 2,000 feet of chainlink fencing and gates to control access to the site. The Contractor shall protect the existing fencing and gates to the greatest extent possible and shall be responsible for the repair of any fencing damaged caused by the contractor or its agents during the project. The Contractor shall install the additional 2,000 feet of chainlink to completely enclose Saufley Landfill on completion of the project.

A-1-3 C&D WASTE EXCAVATION

The scope of services pertaining to this task shall include, but not be limited to:

- Excavating and/or scraping waste to the grades required. The County may change the proposed grading plan as needed to meet the goals of the project before the site work

starts. In the event the grading plan changes, Escambia County will notify the Contractor before the start of the project.

- Sequencing the excavation to minimize the generation of *leachate*. *Leachate* is defined as liquid that has passed through or emerged from solid waste and may contain soluble, suspended or miscible materials.
- Sequencing the excavation to avoid creating surfaces that would cause ponded water anywhere on the landfill surface.
- Conducting all excavations in accordance with applicable OSHA Regulations (29 CFR 1926 Subpart P).
- Covering exposed waste with either a six-inch thick soil layer or a 6-mil (minimum) polyethylene cover on a daily basis.
- Notify Escambia County supervisor or designated representative immediately in the event any asbestos containing materials (ACM), prohibited waste, and hazardous waste is spotted during waste excavation. (Refer to section A-1-15 of the ITB for list of materials prohibited from disposal at Perdido Landfill)
- Arranging for inspection/evaluation of the presence of underground utilities in the proposed excavation area. If uncharted utilities are encountered, Contractor shall stop working and notify Escambia County and their on-site representative immediately.
- Implement measures to control blowing litter resulting from the excavation operations, which may include but not be limited to the application of cover soil at the end of the working day, wind screens or fences, and active litter pickup.
- Implement measures, including but not limited to the following, to control stormwater run-off and leachate generation:
 - Construct berm(s) to divert stormwater from running onto the exposed waste surface(s). The stormwater that contacts waste shall be managed as leachate. The Contractor shall construct berms to minimize mixing of leachate with stormwater runoff and keep the excavation area free of standing water with pumps, hoses, and other necessary equipment.
 - Cover the exposed waste surface with soil cover or polyethylene sheeting before any anticipated rain events.
 - Pump the stormwater to the on-site stormwater pond.
 - Transport the leachate resulting from stormwater coming in contact with waste to the leachate storage ponds at the Perdido Landfill. ESCAMBIA COUNTY must be notified prior to any discharging of leachate into the designated storage ponds. The method of leachate transportation between the excavation area and the leachate storage ponds is up to the Contractor; however, the Contractor would be responsible for the cleanup of any leachate spills.

- Clean the leachate storage ponds and repair damage to pump and aerator (installed at the ponds) caused by excessive soil transported to the pond along with the leachate from the excavation area.

ESCAMBIA COUNTY will bear the cost of management of the leachate once pumped/transported to the leachate storage ponds with the exception of those items noted above.

- Routinely inspect all litter control, leachate and stormwater control points and areas. The Contractor shall begin repair to damaged stormwater control areas within 24 hours of discovery of the damage.
- Install a minimum 6-inch soil cover over the excavation area after the waste design grades are met. The soil cover shall be seeded to control erosion. It shall be assumed that the soil needed will be available on the site. The Contractor shall ensure vegetation is quickly established and will provide maintenance until vegetation is established. Vegetated areas shall be subject to a warranty period of the completion of the Contract or not less than 6 months from initial establishment of permanent vegetation, whichever is greater, over the areas seeded.
- The site supervisor and the operator conducting waste excavation shall possess a current 40-hour HAZWOPER training as defined by OSHA regulations (29 CFR 1910.120). The operator shall also hold active certification as a solid waste landfill spotter as defined in Rule 62-701.200, FAC. The Contractor shall arrange to have their equipment operator(s) receive this certification at their expense before the start of the project if the proposed project team does not have an active certified landfill spotter.
- Although hazardous waste or asbestos-containing materials (ACM) are not expected to be encountered, as with any landfill excavation project, some hazardous or asbestos-containing wastes may be encountered during excavation. The Contractor shall stop waste excavation and immediately notify Escambia County in the event suspicious industrial/commercial hazardous waste (e.g., drums or containers larger than 20 gallons) or ACM is spotted. Escambia County will assist the Contractor in identification of hazardous waste and ACM.
- The area in which suspicious hazardous waste or ACM is spotted shall be evacuated and cordoned off until the waste is removed from the area. While the suspicious waste is being characterized and removed, the Contractor can relocate equipment and continue waste excavation in area(s) at least 100 ft from the suspicious waste spot.

A-1-4 STORMWATER DIVERSION BERMS AND LETDOWN STRUCTURES

The Contractor shall construct the final stormwater diversion berms and letdown structures when the final grades have been achieved. The Contractor shall furnish all labor, materials and equipment necessary to install the stormwater diversion berms and letdown structures as required.

A-1-5 WASTE TRANSPORTATION TO THE PERDIDO LANDFILL

The excavated waste shall be exclusively transported to Perdido Landfill. Under no circumstances shall the Contractor transport the excavated waste to any facility other than Perdido Landfill. This task will include, but not be limited to, the following:

- Transporting excavated waste from the site to the Perdido Landfill. Each load that leaves the site shall be covered using a tarp or other approved cover device and shall remain covered until the load reaches the designated tipping area at the Perdido Landfill. Currently, Escambia County anticipates the tipping area at the Perdido Landfill will be located at the western slope of the lined cells (Sections 1 through 3C); however, this location is subject to change at the sole discretion of Escambia County.
- The truck drivers shall receive a ticket from Escambia County's on-site representative before taking each load of waste to Perdido Landfill. The truck drivers shall provide a copy of the ticket to ESCAMBIA COUNTY's representative at the Perdido Landfill. The Contractor shall maintain the tickets on file and provide a copy of the ticket to ESCAMBIA COUNTY upon request.
- The trucks will not have to be weighed at the Perdido Landfill scale house.
- A portion of the excavated waste may need to be relocated and compacted at the Saufley Landfill to achieve the design grades. The volume of waste relocated and placed at the site will be determined based on the current and the final topographic conditions.
- The Contractor shall be responsible for cleanup of litter or leachate release, if any, during waste transportation.

The County reserves the right to contract a third party for waste transportation from the site to the Perdido Landfill if the Contractor's proposed cost is significantly greater than expected for the task and if the County and the Contractor are not able to negotiate an agreeable waste transportation cost.

A-1-6 WASTE PLACEMENT AND GRADING AT THE PERDIDO LANDFILL

This task will include, but is not necessarily limited to, the following:

- Remove existing top soil and cover from the site in the areas designated for the fill activities.
- Placing, grading, and compacting the excavated waste from the site at the designated area at the Perdido Landfill (the western slope of Sections 1 through 3C) for the fill activities as required.
- Covering exposed waste surfaces in accordance with the Perdido Landfill's operations plan.
- Covering the exposed waste surfaces with a minimum of 6 inches of soil or 6-mil (minimum) polyethylene sheeting before a major storm or rainfall event.

The County reserves the right to contract a third party for waste placement and grading at the Perdido Landfill if the Contractor's proposed cost is significantly greater than expected for the task and if the County and the Contractor are not able to negotiate an agreeable waste transportation cost.

A-1-7 STORMWATER POND EXCAVATION

This task will include, but will not necessarily be limited to, the following:

- Excavating the stormwater pond to the final grades required. The County may change the proposed grading plan as needed to meet the goals of the project before the site work starts. In the event the grading plan changes, Escambia County will notify the Contractor before the start of the project.
- Placing sod to stabilize the side slopes of the pond area once the excavation is complete.

A-1-8 STORMWATER POND DRAINAGE SYSTEM

The Contractor shall construct the final stormwater pond drainage system when the final grades for the pond have been achieved. The Contractor shall furnish all labor, materials and equipment necessary to install the system.

A-1-9 LANDFILL GAS COLLECTION SYSTEM FLARE STATION

The Contractor shall construct the landfill gas collection system flare station when the final grading for the facility has been achieved. The Contractor shall furnish all labor, materials and equipment necessary to install the system.

This task will include, but will not necessarily be limited to, the following:

- Construct concrete construction pad for the flare skid
- Install new underground electric power line in accordance with plans and specifications

A-1-10 6" HDPE LANDFILL GAS COLLECTION SYSTEM PIPING

The contractor shall construct all of the Landfill Gas Collection System Piping, Condensate Knockouts and the Gas Extraction Wellheads in accordance with the construction drawings. The Contractor shall furnish all labor, materials and equipment necessary to install the system as shown in accordance with the construction drawings and specifications.

A-1-11 LANDFILL GAS COLLECTION SYSTEM GEOGRID INSTALLATION

The contractor shall construct all of the Landfill Gas Collection Geogrid in accordance with the construction drawings. The Contractor shall furnish all labor, materials and equipment necessary to install the system as shown in accordance with the construction drawings and specifications.

A-1-12 FINAL CLOSURE (CLOSURE TURF) INSTALLATION

The contractor shall construct all of the Final Closure (Closure Turf) geosynthetics in accordance with the construction drawings. The Contractor shall furnish all labor, materials and equipment necessary to install the system as shown in accordance with the construction drawings and specifications. All specifications for the placement and seaming of the product will be in accordance with manufacturer's specifications and testing procedures as well as within the guidelines of the Closure Turf Certification.

The Closure Turf synthetics material will be purchased by Escambia County and delivered to the site. The responsibility for the safe unloading of the Closure Turf material will be done by the contractor and placed in an area designated by Escambia County. The sand component of the system will be purchased by Escambia County and stockpiled at the project site. Closure Turf will provide the equipment and labor for spreading and installation of the sand on the slopes.

A-1-13 REGULATED ASBESTOS CONTAINING MATERIAL (ACM) SPOTTING AND IDENTIFICATION

The Contractor may encounter some asbestos containing materials (ACM) during waste excavation. The Contractor shall notify Escambia County on-site supervisor or its approved designee immediately if regulated ACM is spotted. Upon closer evaluation, Escambia County on-site staff may instruct the Contractor to seek services of a qualified and appropriately trained asbestos inspector (licensed in the State of Florida) to inspect and identify the suspected ACM. The proposed cost for this task shall be inclusive of all the costs including but not limited to sampling and testing, materials and labor.

A-1-14 REGULATED ASBESTOS CONTAINING MATERIAL (ACM) BAGGING AND TRANSPORTATION TO THE PERDIDO LANDFILL

The Contractor shall bag the regulated ACM in clear (see-through) sealed plastic bags of six (6) mil minimum strength and thickness. The bags must be clearly labeled with a warning which states:

**CAUTION
CONTAINS ASBESTOS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH**

The Contractor shall then transport the bags to the active lined cell (Section 4) of Perdido Landfill and coordinate disposal of ACM with the landfill operator. The handling, bagging, and transportation of the ACM shall be performed by appropriately trained personnel who is licensed to perform these services in the State of Florida and shall be performed per the applicable federal and the state regulations.

A-1-15 PROHIBITED WASTE SORTING, STORAGE AND TRANSPORTATION

The Contractor shall identify and remove waste materials that are prohibited from disposal in the Perdido Landfill's lined cell(s). The following waste items that are prohibited for disposal in the landfill may be encountered. These waste items when encountered shall be separated from the excavated waste and temporarily stockpiled as directed by the Escambia County on-site supervisor or its approved designee.

Whole waste tires.

White goods. "White goods" means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

Lead-acid batteries. "Lead-acid batteries" means those lead-acid batteries designed for use in motor vehicles, vessels, and aircraft, and includes such batteries when sold as a component part of a motor vehicle, vessel, or aircraft.

Used oil. "Used oil" means any oil which has been refined from crude oil or synthetic oil and, as a result of use, storage, or handling, has become contaminated and unsuitable for its original purpose due to the presence of physical or chemical impurities or loss of original properties.

Sealed containers or tanks 20 gallons or larger in capacity.

The scope of services pertaining to this task shall include spotting, sorting and placement of any prohibited wastes (as defined in Rule 62-701.300, FAC) encountered during the excavation process at the Saufley Landfill in a covered or uncovered roll-off container. The roll-off container shall be sent to the Perdido Landfill and managed in accordance with the Perdido Landfill's operations plan. A copy of this plan shall be provided.

A-1-16 HAZARDOUS WASTE SORTING AND TRANSPORTATION

The Contractor may encounter some hazardous waste during waste excavation. The Contractor shall notify the Escambia County on-site supervisor or its approved designee immediately if regulated hazardous waste is spotted. Upon closer evaluation, Escambia County on-site staff may instruct the Contractor to seek services of a qualified and appropriately trained 3rd party (licensed in the State of Florida) to inspect and identify the suspected hazardous waste. The 3rd party will be responsible for identifying, transportation and disposal of the hazardous waste. The proposed cost for this task shall be inclusive of all the costs including but not limited to sampling and testing, materials and labor.

A-1-17 ODOR CONTROL

In the event the application of cover (soil or synthetic) at the end of the working day is not adequate to control odors (as determined by Escambia County on-site supervisor or its approved designee), the Contractor shall submit a plan for implementing measures including but not limited to spraying of odor masking agents to control odor originating from the excavated waste. The plan shall be implemented only after written approval from Escambia County representative. The Contractor shall bid for this task based on the assumption that the odor control measures proposed by the Contractor will operate 8 hours on a working day. The daily cost shall include all direct and indirect costs associated with the performance of this task, including, but not limited to, equipment rental, labor, fuel, maintenance, mobilization and demobilization. All odor control measures shall be routinely inspected. The Contractor shall begin repair to damaged control measures within 24 hours of discovery of the damage.

A-1-18 DUST CONTROL

The Contractor shall spray water to control dust from the Saufley Landfill. Stormwater can be used for controlling dust during landfill excavation operations. The Contractor shall use a pump or tanker truck to spray water as required. The Contractor shall bid for this task based on the assumption that water will be sprayed using a tanker truck for 4 hours on a working day. The daily cost shall include all direct and indirect costs associated with the performance of this task, including, but not limited to, equipment rental, labor, fuel, maintenance, mobilization and demobilization.

A-1-19 FIRE CONTROL

In the past, the site (Saufley Landfill) has reportedly encountered surface and sub-surface fires – historically fire suppressants had been used during the site's active operations (e.g., dirt and chemical suppressants). Escambia County does not have information regarding whether or not subsurface fires are ongoing at the site (note that a limited test pit investigation in 2010 did not indicate evidence of existing subsurface fires).

The Contractor shall be responsible for developing and executing a fire contingency plan. Smoking is prohibited on the site at all times. The Contractor shall immediately notify Escambia County on-site representative if a fire within the waste is suspected. The Contractor shall haul

and spread the stockpiled soil at and around the fire/smoke location(s). The Contractor will be paid based on the volume of the soil hauled and applied to control the fire. The Contractor shall be solely responsible for any loss in time or equipment damage due to fires encountered at the Saufley Landfill.

A-2 SCOPE OF WORK- ALTERNATE TASKS

A-2-1 OVERVIEW

It is possible that a need for additional tasks may occur beyond that which was described and required in the base scope of work presented in Section A-1. Therefore, ESCAMBIA COUNTY is requiring all respondents to this ITB to submit alternate bids for conducting or implementing the tasks described in this section. The need to conduct one or more of these tasks shall be determined during the course of the project and prior written authorization from Escambia County site supervisor or other approved designee must be provided before the Contractor initiates work related to the contingency tasks.

A-2-2 SOIL TRANSPORT FROM THE PERDIDO LANDFILL TO THE SAUFLEY LANDFILL

Escambia County, after assessing the volume of the soil available at the Saufley Landfill, may decide to haul soil from Perdido Landfill to the Saufley Landfill for use at the site. The Contractor will be given a written notice of authorization for hauling soil from Perdido Landfill. The Contractor shall not be compensated for the tasks in the event the soil is not hauled from Perdido Landfill to the Saufley Landfill. The Contractor can use the trucks that haul waste from the Saufley Landfill to Perdido Landfill for hauling soil from Perdido Landfill to the Saufley Landfill.

A-2-3 SOIL COVER INSTALLATION AT THE SAUFLEY LANDFILL

The scope of services pertaining to this task shall include installing an 18-inch thick layer of the stockpiled soil on top of the area at the Saufley Landfill. The area will be selected by Escambia County site representative. The soil cover shall not be applied until excavation has been completed in accordance with the grading plan and approved by Escambia County on-site representative. The soil furnishing cost shall not be included in the cost of this task.

A-2-4 TOP SOIL INSTALLATION AT THE SAUFLEY LANDFILL

The scope of services pertaining to this task shall include

- Furnishing and installing a 6-inch layer of topsoil on top of the area (at the Saufley Landfill) selected by Escambia County site representative. The topsoil layer shall not be installed until the grades of the soil cover layer have been approved by Escambia County on-site representative.
- Seeding, fertilizing and/or sodding the topsoil layer until vegetation is established. Vegetated areas shall be subject to a warranty period of the completion of the contract or

not less than 2 full growing seasons from initial establishment of permanent vegetation, whichever is greater, over the areas seeded, fertilized, and/or sodded.

- Establishing and maintaining erosion controls in the project area throughout the construction effort.

A-2-5 EXISTING STORMWATER POND AND PERIMETER SWALE MAINTENANCE

The Contractor shall restore the stormwater pond and perimeter swale before initiating waste excavation, as needed to achieve adequate control of stormwater. The stormwater pond restoration shall, include, but not be limited to:

- Furnishing all labor, materials and equipment required, and performing all site preparation such as clearing and grubbing of trees and shrubs within the limits of restoration as necessary; as well as measures to control erosion in accordance with the Contractor's approved erosion control plan.
- Excavating soil from the pond located in the southeast corner of the facility to provide stormwater treatment for the construction site.
- Stockpiling the soil excavated as part of pond restoration on site at a location such that it is easily accessible for use as an intermediate or final cover or for other uses on site, and which minimizes soil stockpile relocation associated with intermediate cover soil and waste excavation described below.
- Implementing erosion control measures for the stockpiled soil.
- Restoring perimeter swale per the grading plans and requirements presented.
- Implementing erosion control measures for the stormwater pond, including sodding and seeding of the pond and surrounding area. The Contractor shall ensure vegetation is quickly established and provide maintenance until vegetation is established. Vegetated areas shall be subject to a warranty period of the completion of the Contract or not less than 2 full growing seasons from initial establishment of permanent vegetation, whichever is greater, over the areas seeded/sodded.

A-2-6 8' PRIVACY FENCING

The Contractor shall construct an 8' privacy fence and access gates as necessary along the perimeter of the Saufley C&D facility when the project is substantially complete. The Contractor shall furnish all labor, materials and equipment necessary to install an 8' privacy fence and access gates as necessary for the project. Escambia County has installed approximately 2,000 feet of chainlink fencing and gates to control access to the site. The Contractor shall protect the existing fencing and gates to the greatest extent possible and shall be responsible for the repair of any fencing damage caused by the contractor or its agents during the project.

A-2-7 C&D WASTE EXCAVATION

The scope of services pertaining to this task shall include, but not be limited to:

- Excavating and/or scraping waste to the grades required. The County may change the proposed grading plan as needed to meet the goals of the project before the site work starts. In the event the grading plan changes, Escambia County will notify the Contractor before the start of the project.
- Sequencing the excavation to minimize the generation of leachate. *Leachate* is defined as liquid that has passed through or emerged from solid waste and may contain soluble, suspended or miscible materials.
- Sequencing the excavation to avoid creating surfaces that would cause ponded water anywhere on the landfill surface.
- Conducting all excavations in accordance with applicable OSHA Regulations (29 CFR 1926 Subpart P).
- Covering exposed waste with either a six-inch thick soil layer or a 6-mil (minimum) polyethylene cover on a daily basis.
- Notify Escambia County supervisor or designated representative immediately in the event any asbestos containing materials, prohibited waste, and hazardous waste is spotted during waste excavation. (Refer to Section A-1-15 of the ITB for list of materials prohibited from disposal at Perdido Landfill.)
- Arranging for inspection/evaluation of the presence of underground utilities in the proposed excavation area. If uncharted utilities are encountered, Contractor shall stop working and notify Escambia County and their on-site representative immediately.
- Implementing measures to control blowing litter resulting from the excavation operations, which may include but not be limited to the application of cover soil at the end of the working day, wind screens or fences, and active litter pickup.
- Implementing measures, including but not limited to the following, to control stormwater run-off and leachate generation:
 - Construct berm(s) to divert stormwater from running onto the exposed waste surface(s). The stormwater that contacts waste shall be managed as leachate. The Contractor shall construct berms to minimize mixing of leachate with stormwater runoff and keep the excavation area free of standing water with pumps, hoses, and other necessary equipment.
 - Cover the exposed waste surface with soil cover or polyethylene sheeting before any anticipated rain events.
 - Pump the stormwater to the on-site stormwater pond.
 - Transport the leachate resulting from stormwater coming in contact with waste to the leachate storage ponds at the Perdido Landfill. ESCAMBIA COUNTY must be notified prior to any discharging of leachate into the designated storage ponds. The method of leachate transportation between the excavation area and the leachate storage ponds is up to the

Contractor; however, the Contractor would be responsible for the cleanup of any leachate spills.

- Cleanup the leachate storage ponds and damage to pump and aerator (installed at the ponds) caused by excessive soil transported to the pond along with the leachate from the excavation area. Escambia County will bear the cost of management of the leachate once pumped/transported to the leachate storage ponds with the exception of those items noted above.
- Routinely inspect all litter control, leachate and stormwater control points and areas. The Contractor shall begin repair to damaged stormwater control areas within 24 hours of discovery of the damage.
- Installing a minimum 6-inch soil cover over the excavation area after the waste design grades are met. The soil cover shall be seeded to control erosion. It shall be assumed that the soil needed will be available on the site. The Contractor shall ensure vegetation is quickly established and provide maintenance until vegetation is established. Vegetated areas shall be subject to a warranty period of the completion of the Contract or not less than 6 months from initial establishment of permanent vegetation, whichever is greater, over the areas seeded.

The site supervisor and the operator conducting waste excavation shall possess a current 40-hour HAZWOPER training certification as defined by OSHA Regulations (29 CFR 1910.120). The operator shall also hold active certification as a solid waste landfill spotter as defined in Rule 62-701.200, FAC. The Contractor shall arrange to have their equipment operator(s) receive this certification at their expense before the start of the project if the proposed project team does not have an active certified landfill spotter.

Although hazardous waste or ACM are not expected to be encountered, as with any landfill excavation project, some hazardous or asbestos-containing wastes may be encountered during excavation. The Contractor shall stop waste excavation and immediately notify Escambia County in the event suspicious industrial/commercial hazardous waste (e.g., drums or containers larger than 20 gallons) or ACM is spotted. Escambia County will assist the Contractor in identification of hazardous waste and ACM.

The area in which suspicious hazardous waste or ACM is spotted shall be evacuated and cordoned off until the waste is removed from the area. While the suspicious waste is being characterized and removed, the Contractor can relocate equipment and continue waste excavation in area(s) at least 100 ft from the suspicious waste spot.

A-2-8 WASTE TRANSPORTATION TO AND DISPOSAL AT A PERMITTED CONSTRUCTION AND DEMOLITION DEBRIS (C&DD) DISPOSAL FACILITY

The excavated waste shall be transported to a permitted construction and demolition debris disposal facility that is permitted in accordance with Subtitle D Regulations and located outside of the State of Florida. This task will include, but not be limited to, the following:

- Transporting excavated waste from the site to the facility. Each load that leaves the site shall be covered using a tarp or other approved cover device and shall remain covered until the load reaches the designated tipping area at the disposal facility.
- The truck drivers shall receive a ticket from Escambia County's on-site representative before taking each load of waste to the disposal facility. The Contractor shall maintain the tickets on file and provide a copy of the ticket to ESCAMBIA COUNTY upon request.
- The Contractor shall be responsible for cleanup of litter or leachate release, if any, during waste transportation.

The County reserves the right to contract a third party for waste transportation from the site to the disposal facility if the Contractor's proposed cost is significantly greater than expected for the task and if the County and the Contractor are not able to negotiate an agreeable waste transportation cost.

The excavated waste shall be disposed of in a lined disposal facility that is permitted in accordance with Subtitle D Regulations.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-916

County Administrator's Report Item #: 14. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Change Order to Purchase Order #101657 to TestAmerica for Analysis of PCBs

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Purchase Order #101657 to TestAmerica Laboratories, Inc., for Analysis of PCBs - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order, which will increase the Purchase Order amount to complete sampling for the Escambia Bay PCB (Polychlorinated Biphenyls) Remediation Study [Funding: Fund 110, Other Grants and Projects, Cost Center 221009, the Escambia Bay PCB Remediation, Object Code 53401]:

Department:	Community & Environment
Division:	Water Quality & Land Management
Type:	Addition
Amount:	\$18,000
Vendor:	TestAmerica Laboratories, Inc.
Project Name:	Escambia Bay PCB Remediation
Contract:	N/A
PO#:	101657
Original Award Amount:	\$35,000
Cumulative Amount of Change Orders Through CO#1:	\$18,000
New P.O. Amount:	\$53,000

Funds for this Change Order are available in Fund 110, Other Grants and Projects, Cost Center 221009, Escambia Bay PCB Remediation, Object Code 53401, Other Contractual Services.

BACKGROUND:

In 2008, Escambia County received a \$200,000 grant from the Florida Department of Environmental Protection (FDEP) to analyze benthic sediments in upper Escambia Bay in an attempt to delineate areas of actionable concentrations of PCBs (Polychlorinated Biphenyls), and if high concentrations can be delineated, develop a remediation plan. Initial sampling efforts are complete. Results from over 150 sites are currently under review. Of the remaining grant funds, \$18,000 will be transferred to the existing TestAmerica purchase order to complete the final sampling phase of the project. This phase will demonstrate a method for delineating concentrations of PCBs for future remediation. Sample locations will be selected based on results of initial sampling efforts.

BUDGETARY IMPACT:

Funds for this Change Order are available in Fund 110, Other Grants and Projects, Cost Center 221009, Escambia Bay PCB Remediation, Object Code 53401, Other Contractual Services.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Community & Environment Department will prepare the necessary Change Order Request to be submitted to the Office of Purchasing for processing.

Attachments

TestAmerica Quote

TestAmerica Pittsburgh
301 Alpha Drive
RIDC Park
Pittsburgh, PA 15238

Tel: (412) 963-7058
Fax: (412) 963-2468
www.testamericainc.com

May 20, 2011

Peter Shuba
Escambia County Engineering Dept
3363 West Park Place
Pensacola, FL 32505
peter_shuba@bellsouth.net
Tel: (850) 324-1242

RE: Upper Escambia Bay, Florida - Phase 3 - REV #1

Dear Peter Shuba:

On behalf of TestAmerica Laboratories, Inc., we are pleased to present our proposal for analytical services in support of the above referenced program.

Below is a list of qualifications and capabilities that we believe will differentiate our services.

- High quality, technically valid analytical data in support of projects
- Dedicated program management personnel and experienced laboratory staff, fully trained and committed to meeting project specifications and requirements
- Thorough and documented communications and project data review
- Unequaled laboratory capacity and capabilities
- Rigorous and comprehensive QA/QC program

TestAmerica is backed with a solid business foundation, financial strength, and stability that have enabled it to create value for its customers, employees, and shareholders through world-class service and environmental leadership.

TestAmerica's management approach addresses the need to control projects effectively, meet holding times, and deliver quality analytical results in accordance with your specifications. TestAmerica has a successful history of teaming with our clients to provide services in a timely, cost effective manner that meet regulatory needs and data quality objectives.

We appreciate your consideration of our services and look forward to a beneficial relationship between our companies. If you have any questions or need additional information please feel free contact me.

Sincerely,

Tara Schlenker
Project Manager II
412 963-2430
tara.schlenker@testamericainc.com

TestAmerica Pittsburgh
 301 Alpha Drive
 RIDC Park
 Pittsburgh, PA 15238

Prepared for:

Peter Shuba
 Escambia County Engineering Dept
 3363 West Park Place
 Pensacola, FL 32505
 peter_shuba@bellsouth.net
 Tel: (850) 324-1242

Prepared by Witouski, Beth A
 Date 5/20/2011
 Expiration Date 7/7/2011
 Est. Start Date

Project: Upper Escambia Bay, Florida - Phase 3	Quote Number: 18007095 - 1
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Sediment TAT: 15_Days (Business Days)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	8082A	PCB Aroclors (7 aroclors, dual column analysis)	1	\$ 68.00	\$ 68.00

Sediment TAT: 15_Days (Business Days) (to be analyzed by Knoxville)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	1668A	Chlorinated Biphenyl Congeners (HRGC/HRMS) - full list of 209 Congeners	1	\$ 895.00	\$ 895.00
Total Sediment					\$ 963.00

Quote Other Charges

Description	Quantity	Unit Price	Extended Price
Deliverables - CLP-Like Report	1	\$ 0.00	\$ 0.00
Deliverables - TA Std. EDD	1	\$ 0.00	\$ 0.00
Total Other Charge			\$0.00

Total Other Charges	\$ 0.00
Total Analysis Charges	\$ 963.00
Grand Total for Quote 18007095	\$ 963.00

**Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.

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PROJECT DETAILS

Footnotes

Additional footnotes pertaining to this proposal include:

- The pricing proposal is listed as a UNIT PRICE QUOTE per client request. Pricing does not include project specific MS/MSDs. If required, they are billable at the quoted unit rate.
- The lab has proposed dual column analysis for the SW846 8082A due to the weathered nature of the PCBs.
- The laboratory will analyze for PCB Aroclors per method SW846 8082A with the prep being done by Soxhlet extraction SW846 3541. The requested clean up procedures will be done as requested on the COC and will include SW846 3665A and SW846 3660B.
- If dilutions are required for the PCBs due to target analytes, the reporting limits may exceed the requested 10 ug/kg.
- The quoted prices include the shipment of bottles to the site with a 3day advanced notice of need. Pricing also includes the return shipment of samples to the lab for batches >\$200.

Coolers and Supplies

TestAmerica will provide high quality sample containers and coolers to support analytical activities. Supplies may include a slight bottle excess (10%) in case of breakage. The cost of bottles and cooler usage is included in the analytical price quoted. TestAmerica expects that all coolers will be returned to a TestAmerica laboratory. TestAmerica further anticipates that approximately 70% or more of the containers supplied will be returned as samples. Coolers not received back by the projected deadline, or as arranged with the PM, may be charged at \$30 per cooler. Similarly, if less than 70% of the containers provided are returned as samples, TestAmerica may charge for additional containers provided at a flat rate of \$1 per container.

Courier Service and Sample Pick-up

Where Courier Service is offered by a TestAmerica facility, TestAmerica will pick up samples or drop off supplies during business hours, free of charge within a 40 mile radius of the facility for events that are a minimum of \$200 of analytical services. Courier services must be arranged, at a minimum, 24 hours in advance. Courier services beyond those parameters outlined above are available at an additional cost. Please contact your PM to inquire about availability and cost.

Deliverables

Unless a level III or IV deliverable is specifically listed on the pricing page, this quotation only includes delivery of a Level II report. Level III or IV reports may be available at an additional charge.

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Electronic Data Deliverables

TestAmerica has many EDD formats available to our clients including the most widely used commercial formats. TestAmerica also offers clients data in EDD format using the Standard TestAmerica EDD. All EDDs are available for a minimal cost of \$25 per format or \$10 for the Standard TestAmerica EDD.

Environmental Management Fee

If it is detailed in the Other Charges section of the pricing page, an Environmental Management Fee equal to the listed percentage of the total invoice amount will be applied to all work done under this quotation. The Fee will appear as a separate line item on each invoice. In the absence of any other firm pricing agreements, your sending work to us under this quotation will signify your acceptance of responsibility for payment of the Fee.

Expedited Turnaround Times

Expedited turnaround time may be available and must be pre-approved by the laboratory. Expedited turnaround delivery is contingent upon meeting the agreed upon delivery date/time and numbers of samples. TestAmerica's expedited turnaround time surcharges are:

5 Business Days TAT = 30%
3 Business Days TAT = 60%
48 Hours TAT = 75%
24 Hours TAT = 100%

The TAT clock are counted in business days, and results are considered due by COB on the date agreed upon. If specific timing of results prior to COB are required, please communicate this need to the Project Manager during time of set-up.

Matrix Spike / Matrix Spike Duplicate

TestAmerica complies with the required frequencies for MS/MSD per batch. When MS/MSD are not specifically requested, TestAmerica will strive to perform the required QC using whatever available sample there is but will not report the QC results unless the client requests it specifically. Any requested MS/MSD will be charged at unit rates. If MS/MSD are required/requested, the client must provide additional sample volume.

Minimum Login Charge

TestAmerica's minimum charge for a group of samples received and logged in together is \$200. Groups of samples received that require services totaling less than \$200 will be charged a \$200 minimum transaction charge for the sample group

Multiple Dilutions Analyzed

TestAmerica will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range of the method. Analytical screening runs are not reported. The laboratory will generally not be able to attempt greater than 10-fold more concentrated analysis than the required dilution. Additional dilutions requested to be analyzed and reported can be provided at 50% of the analytical cost for "prepped" analyses and 70% of the analytical cost for all others. These additional dilutions will

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only be attempted if, in the opinion of the laboratory, they do not pose a risk to the instrumentation. Please contact your PM to inquire about the availability of this service for your particular project.

Multiple Report Copies

TestAmerica will provide two analytical report formats. The option is a hard copy report and a standard TestAmerica EDD or PDF report, or any combination of two of these three choices. The cost of this deliverable approach is included in the analytical cost. Client must specify which deliverables are required. Opting for only one deliverable will not prompt for a discount. Additional report copies or deliverables beyond the above described service can be provided subject to an associated fee. Data that requires retrieval from permanent storage may incur an additional archival charge. Please contact your PM to inquire about availability and cost of additional deliverables.

Price Discounts Due to Sample Volume

TestAmerica prices may include a built in volume discount for larger sample projections. Such volume discounts are contingent upon receiving, at a minimum, 70% of the projected sample volume. The laboratory may withdraw volume discount prices when the minimum sample amounts are not delivered.

Sample Container Shipping

The containers and preservatives required by the project shall be delivered via ground transportation at no additional cost to the client. A minimum of 3 days advance notice is required in order to achieve shipment by ground transportation. Supply shipments requiring priority delivery due to insufficient lead time for ground transportation shall be charged to the client at TestAmerica's cost. Alternatively, TestAmerica can ship the supplies via carrier of choice by the client using the client's shipping account.

Sample Storage and Disposal

TestAmerica will dispose of samples, sample extracts and digestates, at no additional cost to clients, 30 days after the final report is issued. Storage of samples and containers beyond this time frame may be available for an additional fee. Additional storage time may be available under normal circumstances for a fee starting at \$1 per container per month. Please contact your PM to inquire about availability and cost.

Terms and Conditions

This quotation is based solely upon TestAmerica's standard product (routine QA/QC, detection limits, deliverables and standard turnaround times) and noted exceptions herein. The discounts incorporated into the pricing are based upon the sample quantity, test method, and schedule quoted. Any deviations may impact pricing and/or the acceptance of work. Final acceptance of this work is contingent upon a mutually agreed Sample Delivery Schedule. All sales are subject to TestAmerica's Terms and Conditions unless alternative terms have been agreed to in writing. Submittal of samples will indicate acceptance of TestAmerica's Terms and Conditions and other requirements as set forth in this quotation.

Turnaround Time

Data will be delivered on the proposed due date by COB, with TATs counted in Business Days

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from Sample Receipt date, unless otherwise agreed upon.

TESTAMERICA TERMS AND CONDITIONS OF SALE (Short Form)

Where a purchaser (Client) places an order for laboratory, consulting or sampling services from TestAmerica Laboratories, Inc., a Delaware corporation (referred to as "TestAmerica"), TestAmerica shall provide the ordered services pursuant to these Terms and Conditions, and the related Quotation or Price Schedule, or as agreed in a negotiated contract. In the absence of a written agreement to the contrary, the Order constitutes an acceptance by the Client of TestAmerica's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by TestAmerica in writing.

1. ORDERS AND RECEIPT OF SAMPLES

1.1 The Client may place the Order (i.e., specify a Scope of Work) either by submitting a purchase order to TestAmerica in writing or by telephone subsequently confirmed in writing, or by negotiated contract. Whichever option the Client selects for placing the Order, the Order shall not be valid unless it contains sufficient specification to enable TestAmerica to carry out the Client's requirements. In particular, samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. Where any samples which were not accompanied by the required disclosure, cause interruptions in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean up and recovery.

1.2 The Client shall provide one week's advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Upon timely delivery of samples, TestAmerica will use its best efforts to meet mutually agreed turnaround times. All turnaround times will be calculated from the point in time when TestAmerica has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain-of-Custody forms and project guidance regarding work to be done (Sample Delivery Acceptance). In the event of any changes in the sample delivery schedule by the Client, prior to Sample Delivery Acceptance, TestAmerica reserves the right to modify its turnaround time commitment, to change the date upon which TestAmerica will accept samples, or refuse Sample Delivery Acceptance for the affected samples.

1.3 TestAmerica reserves the right, exercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of TestAmerica: a) is of unsuitable volume; b) may pose a risk or become unsuitable for handling, transport, or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance and whether or not such presence has been disclosed to TestAmerica by the Client; or c) holding times cannot be met, due to passage of more than 48 hours from the time of sampling or 1/2 the holding time for the requested test, whichever is less.

1.4 Prior to Sample Delivery Acceptance, the entire risk of loss or damage to samples remains with the Client, except where TestAmerica provides courier services. In no event will TestAmerica have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from TestAmerica's premises. Client is responsible to assure that any sample containing any hazardous substance which is to be delivered to TestAmerica's premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

2. PAYMENT TERMS

2.1 Services performed by TestAmerica will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Quoted prices do not include sales tax. Applicable sales tax will be added to invoices where required by law. Where requested services on a group of samples received and logged in together at the laboratory total less than \$50, there will be a minimum transaction charge of \$50 for the sample group, or as shown on any related quote from TestAmerica, at TestAmerica's discretion. An Environmental Management Fee of 5% of the invoice value will also be applied, at TestAmerica's discretion.

2.2 Invoices may be submitted to Client upon completion of any sample delivery group. Billing corrections must be requested within 30 days of invoice date. Payment in advance is required for all Clients except those whose credit has been established with TestAmerica. For Clients with approved credit, payment terms are net 30 days from the date of invoice by TestAmerica, unless alternative terms have been agreed in a separate written agreement, and payment shall be made without retainage, and will not be contingent upon the receipt of funds from third parties. All overdue payments are subject to an additional interest and service charge of one and

one half percent (1.5%) (or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party, that acknowledges and accepts payment responsibility.

2.3 In the event Client fails to make timely payment of its invoices, TestAmerica reserves the right to pursue all appropriate remedies, including withdrawing certifications, suspending work and withholding delivery of data under this order without recourse. Client shall be responsible for all reasonable fees, expenses, and costs of collection including but not limited to, arbitrator's and attorney's fees. TestAmerica reserves the right to refuse to proceed with work at any time based upon an unfavorable Client credit report.

3. CHANGE ORDERS, TERMINATION

3.1 Changes to the Scope of Work, price, or result delivery date may be initiated by TestAmerica after Sample Delivery Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. TestAmerica will not proceed with such changes until an agreement with the Client is reached on the amount of any cost, schedule change or technical change to the Scope of Work, and such agreement is documented in writing.

3.2 Changes to the Scope of Work, including but not limited to increasing or decreasing the work, changing test and analysis specification, or acceleration in the performance of the work may be initiated by the Client after sample delivery acceptance. Such a change will be documented in writing and may result in a change in cost and turnaround time commitment. TestAmerica's acceptance of such changes is contingent upon technical feasibility and operational capacity.

3.3 Suspension or termination of all or any part of the work may be initiated by the Client. TestAmerica will be compensated consistent with Section 2 of these Terms and Conditions. TestAmerica will complete all work in progress and be paid in full for all work completed.

4. WARRANTIES AND LIABILITY

4.1 Where applicable, TestAmerica will use analytical methodologies which are in substantial conformity with published test methods. TestAmerica has implemented these methods in its Laboratory Quality Manuals and referenced Standard Operating Procedures and where the nature or composition of the sample requires it, TestAmerica reserves the right to deviate from these methodologies as necessary or appropriate, based on the reasonable judgment of TestAmerica, which deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or TestAmerica's Laboratory Quality Manuals. Client may request that TestAmerica perform according to a mutually agreed Quality Assurance Project Plan (QAPP). In the event that samples arrive prior to agreement on a QAPP, TestAmerica will proceed with analyses under its standard Quality Manuals then in effect, and TestAmerica will not be responsible for any resampling or other charges if work must be repeated to comply with a subsequently finalized QAPP.

4.2 TestAmerica shall start preparation and/or analysis within holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, TestAmerica will use its best efforts to meet holding times and will proceed with the work provided that, in TestAmerica's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with TestAmerica's Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met.

4.3 TestAmerica warrants that it possesses and maintains all licenses and certifications which are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to TestAmerica prior to Sample Delivery Acceptance. TestAmerica will notify the Client in writing of any decertification or revocation of any license, or notice of either, which affects work in progress.

4.4 The warranty obligations set forth in Sections 4.1, 4.2 and 4.3 are the sole and exclusive warranties given by TestAmerica in connection with any services performed by TestAmerica or any Results generated from such services, and TestAmerica gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR

IMPLIED. No representative of TestAmerica is authorized to give or make any other representation or warranty or modify this warranty in any way.

4.5 Client's sole and exclusive remedy for the breach of warranty in connection with any services performed by TestAmerica, will be limited to repeating any services performed, contingent on the Client's providing, at the request of TestAmerica and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating Results consistent with the original Results will be at the Client's expense. If resampling is necessary, TestAmerica's liability for resampling costs will be limited to actual cost or one hundred and fifty dollars (\$150) per sample, whichever is less.

4.6 TestAmerica's liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after TestAmerica's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall TestAmerica be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

4.7 In no event shall TestAmerica have any responsibility or liability to the Client for any failure or delay in performance by TestAmerica which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of TestAmerica. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond TestAmerica's reasonable control.

5. RESULTS, WORK PRODUCT

5.1 Data or information provided to TestAmerica or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by TestAmerica of payment for the whole Order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by TestAmerica for performance of work will be retained by TestAmerica, and Client shall not disclose such information to any third party.

5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by TestAmerica shall be held in confidence (unless such information is generally available to the public or is in the public domain or Client has failed to pay TestAmerica for all services rendered or is otherwise in breach of these Terms and Conditions), subject to any disclosure required by law or legal process.

5.3 Should the Results delivered by TestAmerica be used by the Client or Client's client, even though subsequently determined not to meet the warranties described in these Terms and Conditions, then the compensation will be adjusted based upon mutual agreement. In no case shall the Client unreasonably withhold TestAmerica's right to independently defend its data.

5.4 TestAmerica reserves the right to perform the services at any laboratory in the TestAmerica network, unless the Client has specified a particular location for the work. In addition, TestAmerica reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in TestAmerica's sole judgment, it is reasonably necessary, appropriate or advisable to do so. TestAmerica will in no way be liable for any subcontracted services (outside the TestAmerica network) except for work performed at laboratories which have been audited and approved by TestAmerica.

5.5 TestAmerica shall dispose of the Client's samples 30 days after the analytical report is issued, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable federal, state or local requirements. Air samples in Summa canisters will be retained for 5 days after analysis and data review. Longer storage periods may be requested and may be accommodated as space allows for an additional charge. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at his own expense. TestAmerica reserves the right to return to the Client any sample or unused portion of a sample that is not within TestAmerica's permitted capability or the capabilities of TestAmerica's designated waste disposal vendor(s). ALL DIOXIN, MIXED WASTE, AND RADIOACTIVE SAMPLES WILL BE RETURNED TO THE CLIENT, unless prior arrangements for disposal are made.

5.6 Unless a different time period is agreed to in any order under these Terms and Conditions, TestAmerica agrees to retain all records for five (5) years.

5.7 In the event that TestAmerica is required to respond to legal process related to services for Client, Client agrees to reimburse TestAmerica for hourly charges for personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation. Additional consulting beyond that normally associated with lab reports will be billed at TestAmerica's current published rates.

6. INSURANCE

6.1 TestAmerica shall maintain in force during the performance of services under these Terms and Conditions, Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over TestAmerica's employees who are engaged in the performance of the work. TestAmerica shall also maintain during such period, Comprehensive General and Contractual Liability (limit of \$1,000,000 per occurrence/ \$2,000,000 aggregate), Comprehensive Automobile Liability, owned and hired, (\$1,000,000 combined single limit), and Professional/Pollution Liability Insurance (limit of \$5,000,000 per occurrence/aggregate).

7. AUDIT

7.1 Upon prior notice to TestAmerica, the Client may audit and inspect TestAmerica's records and accounts covering reimbursable costs related to work done for the Client, for a period of two (2) years after completion of the work. The purpose of any such audit shall be only for verification of such costs, and TestAmerica shall not be required to provide access to cost records where prices are expressed as fixed fees or published unit prices.

8. MISCELLANEOUS PROVISIONS

8.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by TestAmerica, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Client and TestAmerica. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where TestAmerica's services are performed.

8.2 The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder to these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

8.3 The obligations, liabilities, and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent of sole negligence or willful misconduct.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-909

County Administrator's Report Item #: 14. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Commercial Facade Grant Funding and Lien Agreements for 1002 North Navy Boulevard

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 1002 North Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following June 16, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 1002 North Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Eugene S. Kerr, owner of commercial property located at 1002 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for painting the exterior of the building; and

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

BACKGROUND:

On June 16, 2011, a CRA meeting was convened to consider approval of the aforementioned actions between Escambia County CRA and Eugene S. Kerr. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220526, and Object Code 58301, and/or NEFI 2008 CDBG, Fund 129, Cost Center 220563, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) and NEFI staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA and NEFI staff, in coordination with the property owner(s), will handle all implementation tasks. CED/CRA and NEFI will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Grant Agreements & Photo

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16th day of June 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Eugene S. Kerr, (the "Recipient"), owner of commercial property located at 1002 North Navy Boulevard, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$10,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$10,000**, which shall be comprised of a cash contribution of **\$10,000**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **16th** day of **June 2011**, and the Project shall be complete on or before the **16th** day of **September 2011**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner, CRA
Community & Environment Dept.
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

Eugene Kerr
Landmark Skate & Fund
1002 North Navy Boulevard
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACM
Date: 10/2/11

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

By: _____
Deputy Clerk

(SEAL)

For: **Escambia County**
Board of County Commissioners

By: _____
Kevin W. White, Chairman

BCC Approved: _____

For Recipient:

Eugene S. Kerr, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____ 2011 by **Eugene S. Kerr**, Property Owner. He/She () is personally known to me or () has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: Eugene S. Kerr
Property Address: 1002 North Navy Boulevard, Pensacola, FL 32507

The "Project" includes the following improvements to the above referenced property:

Painting the exterior of the building.

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Eugene S. Kerr</u>	<u>1002 North Navy Boulevard Pensacola, Florida 32507</u>	<u>37-2S-30-2006-000-022</u>

Total Amount of Lien **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape, and Infrastructure Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Eugene S. Kerr, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2011 by **Eugene S. Kerr**, Property Owner. He/She () is personally known to me or () has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

For: **Escambia County
Board of County Commissioners**

By: _____
Kevin W. White, Chairman

BCC Approved: _____

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: _____
Title: _____

Date: 6/2/11



Painting the exterior of the building
1002 N. Navy Blvd.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-910

County Administrator's Report Item #: 14. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Commercial Sign Grant Funding Agreement for 314 South Navy Boulevard

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Sign Grant Funding Agreement for 314 South Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following June 16, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Funding Agreement for the property located at 314 South Navy Boulevard:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Carco Properties, Inc., owner of commercial property located at 314 South Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the installation of a new sign; and

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

BACKGROUND:

On June 16, 2011, a CRA meeting was convened to consider approval of the aforementioned actions between Escambia County CRA and Carco Properties, Inc. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, and Object Code 58301, and/or NEFI 2008 CDBG, Fund 129, Cost Center 220563, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) and NEFI staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA and NEFI staff, in coordination with the property owner(s), will handle all implementation tasks. CED/CRA and NEFI will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Sign Agreement_Photo

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
SIGN GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16th day of June 2011, by and between the Escambia County, a political subdivision of the State of Florida, acting in its capacity as the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Carco Properties, Inc., (the "Recipient"), owner of commercial property located at 314 South Navy Boulevard, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the Sign Grant Program (the "Program") to provide grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Sign Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$2,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,000**, which shall be comprised of a cash contribution of **\$2,000**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **16th** day of **June 2011**, and the Project shall be complete on or before the **16th** day of **September 2011** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner, CRA
Community & Environment Dept.
221 Palafox Place, Suite 305
Pensacola, FL 32502

Recipient:

Carco Properties
c/o Tony & Audra Erard
314 South Navy Boulevard, Suite D
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 6/2/11

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

For: **Escambia County
Board of County Commissioners**

By: _____
Kevin W. White, Chairman

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient: **Carco Properties, Inc.**

Joseph A. Carco, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____ 2011 by **Joseph A. Carco**, President of Carco Properties, Inc. He/She () is personally known to me or () has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT I

SIGN GRANT PROJECT

Property Owner: Carco Properties, Inc.
Property Address: 314 South Navy Boulevard, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Installation of a new sign.

**This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502**



Installation of new signs
314 South Navy Boulevard



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-911

County Administrator's Report Item #: 14. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Rescinding a Commercial Facade Grant Funding and Lien Agreements for 3894 Barrancas Avenue

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3894 Barrancas Avenue - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following June 16, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding the following Board's action of April 16, 2009, concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3894 Barrancas Avenue:

A. Approving the Commercial Façade, Landscape, and Infrastructure Grant Program Funding Agreement between Escambia County CRA and Richard J. Sanderson, owner of commercial property located at 3894 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, in the amount of \$9,960, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2007 Community Development Block Grant (CDBG), Fund 129, Cost Center 220555, Object Code 58301, for the following improvements: install storm windows;

B. Approving the Commercial Façade, Landscape, and Infrastructure Grant Program Lien Agreement for the property located at 3894 Barrancas Avenue, in the amount of \$9,960; and

C. Authorizing the Chairman to sign the Funding and Lien Agreements between Escambia County CRA and Richard J. Sanderson, and any other related documents necessary to implement this Grant award.

BACKGROUND:

On April 16, 2009, the Board approved the aforementioned actions between the Escambia County CRA and Richard J. Sanderson. Due to the recent economy shortfalls, the Grant recipient was unable to meet the expenses of the improvement. A copy of the original resumé is attached.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resumé 4/16/2009

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

6. Ratifying the following (*April 16, 2009*) action of the Escambia County Community Redevelopment Agency (CRA) concerning the Facade Grant Funding and Lien Agreements at 3894 Barrancas Avenue:

1911

- A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding Agreement between Escambia County CRA and Richard J. Sanderson, owner of commercial property located at 3894 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, in the amount of \$9,960, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc., (NEFI) 2007 Community Development Block Grant (CDBG), Fund 129, Cost Center 220555, Object Code 58301, for the following improvements:

Install storm windows

- B. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement for the property located at 3894 Barrancas Avenue, in the amount of \$9,960; and
- C. Authorizing the Chairman to sign the Funding and Lien Agreements between Escambia County CRA and Richard J. Sanderson and any other related documents necessary to implement this Grant award.

7. Approving a Purchase Order to Cameron Cole, LLC, in the amount of \$59,218.82, funded through the 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 53101, PD 06-07.038, for the operation and maintenance of the remediation system phase of the former Escambia County Mosquito Control Facility located at 603 West Romana Street.

1911



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-803

County Administrator's Report Item #: 14. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Juvenile Justice Assessment Center Lease at 1800 St. Mary Street

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Juvenile Justice Assessment Center Lease at 1800 St. Mary Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign a Lease Agreement with the State of Florida, Department of Management Services, Department of Juvenile Justice, Regional Assessment Center, located at Theodore Bruno Juvenile Justice Center, 1800 St. Mary Street, Pensacola, Florida, for the Lease of 12,036 square feet, from July 1, 2011, to June 30, 2021.

Rent from this lease will be deposited into the General Fund (001). Rent for the first year will be \$103,124.45.

BACKGROUND:

The current lease with the Department of Juvenile Justice Assessment Center expires June 30, 2011. This lease will be adjusted annually per Exhibit B with the cost of utilities adjusted each January.

BUDGETARY IMPACT:

Rent from this lease will be deposited into the General Fund (001). Rent for the first year will be \$103,124.45.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement was prepared in conjunction with the County Attorney's Office, and was approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for lease agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Lease Agreement



STATE OF FLORIDA
Standard Lease Agreement
 Department of Management Services Form 4054



Lease Number: 800:0366

Lease Commencement: 07/01/2011

Preamble

THIS LEASE AGREEMENT is entered into this ___ day of _____, _____ by and between those Parties listed below.

Parties

Lessee: Department of Juvenile Justice
Agency Name

Address: 2737 Centerview Drive, Suite 1400 Tallahassee FL 32399
Street City State Zip Code

Lessor: Escambia County
Lessor Name

Address: 221 Palafox Place Pensacola FL 32502
Street City State Zip Code

FEID: 59-6000598 OR Social Security Number: _____

1. Description

A. In consideration for the covenants and agreements made here, Lessor agrees to lease to Lessee those Premises (hereinafter the "Premises") described as:

Description: 12,036 square feet – Office Space

Building: Escambia Regional Assessment Center County: Escambia
Building Name

Address: 1800 Saint Mary Avenue Pensacola FL 32597
Street City State Zip Code

consisting of an aggregate area of 12,036 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately 34% of the 35,319 net square feet in the building.

B. Lessor shall also provide 0 exclusive parking spaces and 0 nonexclusive parking spaces as part of this Lease Agreement.

2. Term & Renewals

A. The Lease shall begin on: July 01 2011
Month Day Year
 and end at the close of business on June 30 2021
Month Day Year

for a term of 120 months.

B. Lessee, however, is hereby granted the option to renew this Lease for an additional 0 upon the same terms and conditions as specified in Article 4. B. of this Lease. If Lessee desires to renew this Lease under the provisions of this Article, it shall give Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in this Article or any applicable renewal period.

3. **Notices, Rental Invoices & Rental Payments**

A. All Notices to be served upon Lessee shall be sent by receipted mail to:

Lessee: Department of Juvenile Justice
Agency Name

Address: 2737 Centerview Drive, Suite 1400 Tallahassee FL 32399
Street City State (Zip Code)

B. All Notices to be served upon Lessor shall be sent by receipted mail to:

Lessor: Escambia County
Lessor Name

Address: 221 Palafox Place Pensacola FL 32597
Street City State Zip

C. Rental invoices shall be submitted monthly to Lessee at:

Lessee: Department of Juvenile Justice
Lessee Name

Address: 2737 Centerview Drive, Suite 200 Tallahassee FL 32399
Street City State Zip

D. Rental Payments shall be paid to Lessor at:

Lessor: Escambia County
Lessor Name

Address: 221 Palafox Place Pensacola FL 32597
Street City State Zip

Lessor Initial: _____
 Lessee Initial: [Signature]

4. Rent

The rent shall be payable the month following the month of occupancy in accordance with subsection 215.422, Florida Statutes. The rent for any fractional part of the first month shall be prorated. (See Addendum A, Exhibit B.)

A. Base Term

Lessee agrees to pay Lessor rent according to the following schedule:

Start (MM/DD/YYYY)	TERM		RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
		End (MM/DD/YYYY)			
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				

B. Option Term

For the renewal options as specified in article 2, the rental rate shall be:

Start (MM/DD/YYYY)	TERM		RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
		End (MM/DD/YYYY)			
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				

5. Utilities

- A. The Lessor , Lessee , see Addendum _____ will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease. (See Addendum A, Exhibit B.)
- B. Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

6. **Facility Services**

- A. The Lessor or Lessee will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the Lessor or Lessee . (See Addendum A, Exhibit B.)
- B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.
- C. The Lessor or Lessee agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the Lessor or Lessee . (See Addendum A, Exhibit B.)
- D. Lessor agrees to install light fixtures for use by Lessee. The Lessor or Lessee shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.
- E. All services required above shall be provided during Lessee's normal working hours, twenty-four (24) hours per day, three hundred and sixty-five (365) days per year, except for janitorial services, which will be provided five (5) days per week, excluding state holidays, unless otherwise stipulated below:

Day	From	To
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- F. During the term of this Lease, Lessee shall maintain the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Lease. Notwithstanding this obligation, reasonable wear and tear and unavoidable casualties are permissible.

7. **Accessibility and Alterations**

- A. Lessor agrees that the Premises conform, or will be brought into conformance with, the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities, and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, known as the "Americans with Disabilities Act of 1990" prior to Lessee's occupancy.
- B. Lessor agrees that Lessee shall have the right to make any alterations in and to the Premises during the term of this Lease upon first having obtained written consent of Lessor. Lessor shall not capriciously withhold the consent to any such alterations.

8. Applicable Laws

Due to the size and/or configuration of the space leased, the following laws apply:

- A. Section 255.25(3) (e), Florida Statutes relating to tenant improvement costs for which Lessor may be eligible for reimbursement. As applicable, Lessor and Lessee agree that the sum of \$0.00 has been spent by the Lessor for improvements to the Premises and the Lessor does or does not intend to seek reimbursement for these Improvements.
- B. Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.

9. Heating and Air Conditioning

Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of between 68 and 78 degrees Fahrenheit during the heating and cooling seasons. (See Addendum A.)

10. Compliance with Fire Safety Standards

- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.
- B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the approval of this Lease. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.
- D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos. (See Addendum A, Exhibit C.)
- E. 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 a period of 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 health department. (Chapter 404.056(8), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 pCi/L.

11. Injury or Damage to Property

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.

Lessor Initial: _____	Page	5 of 9
Lessee Initial: <u>RL</u>	Form	4054
	Rev. Date	5/10

12. Expiration of Term

At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

13. Right to Inspect

Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as Lessor is required to make under the terms of this Lease .

14. Taxes and Insurance

Lessor shall pay all real estate taxes and fire insurance premiums on the Premises, if any. Lessor shall not be liable to carry fire insurance on the person or property of Lessee or any other person or property that may occupy the Premises now or later.

15. Subletting and Assignment

Lessee, upon obtaining written consent of Lessor, shall have the right to sublet all or any part of the Premises or to assign all or any part of the Premises. Lessor shall not capriciously withhold written consent.

16. Waiver of Defaults

No waiver by Lessee of any breach of this Lease by Lessor shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

17. Rental Commencement

Notwithstanding the provisions of Article 2 "Term" and Article 4 "Rent" of this Lease, term shall not commence until date of completion of the renovations of the demised premises to Lessee's satisfaction and thereby made ready for occupancy by lessee. At the time of occupancy, the rent for any fractional part of the first month of occupancy shall be prorated.

18. Availability of Funds

Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

19. Breach of Covenant

- A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.
- B. This action by Lessor shall not be deemed as any manner of trespass and thereupon any remedy which might otherwise be used by Lessor for arrears of rent or for any breach of Lessee's covenants herein contained shall terminated, without prejudice.

20. Not Consent to Sue

No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.

21. Right to Terminate

Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving six (6) months advance written notice to Lessor by Certified Mail, Return Receipt Requested.

Lessor Initial: _____

Lessee Initial: RH

Page 6 of 9

Form 4054

Rev. Date 5/10

22. Public Entity Crime Statement

Section 287.133, Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department:

A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

23. Discrimination

Section 287.134 Florida Statutes places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including the department:

An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

24. Use of Premises

Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such ordinances of the city or county in which the Premises are located, now or hereinafter made, as may be applicable to Lessee.

25. Failure to Comply

- A. In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to:
- i. setoff and deduct from the rental amount due Lessor under this Lease such sums as Lessee determines are required to remedy the default of Lessor; and/or
 - ii. fulfill Lessor's obligations under the terms of this Lease; whereby Lessor shall reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease. Should Lessee elect this option, Lessee shall use its best efforts to mitigate damages caused thereby; and/or
 - iii. terminate this Lease and vacate the Premises, but without prejudice to any remedy which might otherwise be used by Lessee for any breach of Lessor's covenants contained herein; and/or
 - iv. bring suit for damages against Lessor for any expense (except attorney's fees) Lessee may incur by Lessor's failure to comply with any term or provision of the Lease. However, Lessee shall not bring suit for damages incurred due to a delay in the Commencement Date of this Lease if any such delay is caused solely by any delay, default or omission of Lessee.
- B. Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity.
- C. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies.
- D. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

26. Definition of Terms

- A. The terms "Lease," "Lease Agreement," or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.
- B. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
- C. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

27. Additional Terms

- D. No additional covenants or conditions form a part of this Lease
- E. All additional covenants or conditions appear on attached Addendum(s):

A (with Exhibits A, B and C.)

In the event of any conflict between the provisions of this Lease Agreement and Addendum A, the provisions of Addendum A shall control.

Lessor Initial: _____

Lessee Initial: 

Page 8 of 9

Form 4054

Rev. Date 5/10

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this ____ day of _____, 20____.

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ATTEST: ERNIE LEE MAGANA
CLERK OF THE CIRCUIT COURT

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

BY: _____
DEPUTY CLERK

As to Lessor - Lessor, or authorized representative and two witnesses, must sign, print name and enter date.

X	_____	<u>Kevin W. White, Chairman</u>	___/___/___
	Lessor or Authorized Representative	Printed Name	Date
X	_____	_____	___/___/___
	Witness #1	Printed Name	Date
X	_____	_____	___/___/___
	Witness #2	Printed Name	Date

As to Lessee Agency - Agency Head (or authorized designee) and representative of Agency's Office of General Counsel, must sign, print name and enter date.

X	<u>Richard Haire</u>	<u>Richard Haire, Director</u>	<u>4/28/11</u>
	Agency Head or Authorized Delegate	Printed Name	Date
X	<u>Tonia Mathews</u>	<u>Tonia Mathews, Assistant General Counsel</u>	<u>4/25/11</u>
	Agency Office of General Counsel	Printed Name	Date

As to the Department of Management Services - Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel, shall sign, print name and enter date.

X	_____	_____	___/___/___
	Chief Real Property Administrator	Printed Name	Date
X	_____	_____	___/___/___
	Secretary or Authorized Delegate	Printed Name	Date
X	_____	_____	___/___/___
	Office of General Counsel	Printed Name	Date

This document approved as to form and legal sufficiency.

By J. S. Weir
Title Asst. County Attorney
Date May 6, 2011



STATE OF FLORIDA
Disclosure Statement
 Department of Management Services Form 4114



Lease Number: 8 0 0 0 3 6 6

Purpose

This form is used to collect the information required pursuant to subsections 255.249(4)(h), 255.249(4)(i) and 255.01, Florida Statutes.

1. Ownership – Indicate the type of ownership of the facility in which this lease exists.

- a. Publicly Owned Facility
- b. Privately Owned Facility Individually held Entity held (e.g., corporate, LLC, partnership, etc.)
- c. Name of titleholder: Escambia County
- Titleholder FEIN or SSN: 59-6000598
- Name of facility: Escambia Regional Assessment Cen
- Facility street address: 1800 Saint Mary Avenue
- Facility city, state, zip code: Pensacola, Florida 32597

2. Disclosure Requirements

- a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above? Yes No
If "Yes," please proceed to section 4.
- b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility? Yes No
If "Yes," please proceed to 2.c.
- c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility? Yes No
If "Yes," please proceed to 2.d.
- d. Is the facility listed above financed with any type of local government obligations? Yes No
If "Yes," please stop and immediately contact your state leasing representative.

3. Ownership Disclosure List - (additional pages may be attached)

a. Name	Government Agency (if applicable)	Extent of Interest (Percent)
		0.00%

b. The equity of all others holding interest in the above named facility totals: _____

ATTEST: ERNIE LEE MAGANA
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

4. Signatures

By signing this form, the undersigned acknowledges that the information provided is true and complete, to the best of their knowledge.

a. Publicly Owned Facilities

This document approved as to form and legal sufficiency.

Signature:	_____	By	<u>S. White</u>
Name:	<u>Kevin W. White</u>	Title	<u>Asst. County Attorney</u>
Government Entry:	<u>Escambia County, Chairman</u>	Date	<u>May 6, 2011</u>
Date:	_____		

b. Private Individually-held Facilities

Signature: _____
 Name: _____
 Date: _____

Signature: _____
 Name: _____
 Date: _____

c. Entity-held Facilities

This is to certify, that the undersigned is authorized to conduct business as a representative of the entity listed in section 1.c. of this Disclosure Statement.

Signature: _____
 Name: _____
 Date: _____

Addendum A

**LEASE AGREEMENT FOR
DEPARTMENT OF JUVENILE JUSTICE ASSESSMENT CENTER**

THIS LEASE is made this ___ day of _____, 20___, between Escambia County, a political subdivision of the State of Florida, ("Escambia County") and the State of Florida Department of Juvenile Justice ("State").

I. GRANT OF LEASE

Escambia County hereby grants to State the right to lease the real property known as the Escambia Regional Assessment Center, Pensacola, Florida, 32501, located at 1800 St. Mary Avenue, Pensacola, and as shown on the drawing attached as Exhibit A in accordance with the terms and conditions described herein. The premises consist of an aggregate area of 12,036 square feet of net rentable space measured in accordance with the Department of Management Services Standard Method of Space Measurement, at the rate per square foot per year as stated in Exhibit B. The premises represent 34% of the 35,319 net square feet available in the building.

II. LEASE TERMS

A. LEASE TERM

This Lease shall be effective on the date the Lease is executed and shall continue for a term of ten (10) years.

B. RENTALS

State agrees to pay Escambia County the annual sums as stated in Exhibit B payable in monthly installments as stated in Exhibit B for the term described in Paragraph II(A) of this Lease.

Rent as the term is used in this Paragraph shall include a base Rental rate, the cost of insurance, renovations, exterior and interior maintenance, repair of Infrastructure, design and debt service for capital improvements, permits, fire inspection fee, pest control, trash disposal, water and sewer, electricity, security, assessments, and taxes (if due). Rent shall not include the cost of any occupational license fees, telephone service, or other operational expenses otherwise defined in this Lease.

Rent shall be paid to Escambia County at:

Escambia County
Office of County Administrator
221 S. Palafox Place
Pensacola, FL 32502

C. HEATING, AIR CONDITIONING, AND JANITORIAL SERVICES

1. Escambia County agrees to furnish to the State air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of this Lease at the expense of Escambia County.

2. State agrees to maintain the thermostats in the leased premises between 68 and 78 degrees Fahrenheit. Escambia County certifies that chillers located in the leased premises have been calibrated to permit the most efficient operations.

3. Escambia County agrees to furnish janitorial services and all necessary janitorial supplies for the leased premises during the term of this Lease at the expense of Escambia County.

4. All services required above shall be provided during the state's normal working hours twenty-four (24) hours per day, three hundred and sixty-five (365) days per year, except for janitorial services, which will be provided five (5) days per week.

D. LIGHT FIXTURES

Escambia County agrees to install in the leased premises light fixtures for the use of State. Escambia County shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

E. MAINTENANCE AND REPAIRS

1. The County shall provide and pay for interior maintenance and repairs including repainting, the replacement of worn or damaged floor covering and repairs or replacement of infrastructure as may be necessary due to normal usage at Escambia County's discretion. Notwithstanding the foregoing, the State shall, during the term of this Lease, keep the interior of the leased premises in as good a state of repair as it is in at the time of the commencement of the Lease, reasonable wear, tear, and unavoidable damage excepted.

2. Escambia County shall maintain, pay for, and keep in repair the exterior of the leased premises during the term of this Lease and shall be responsible for the replacement of all windows broken or damaged in the leased premises, except such breakage or damage caused to the exterior of the leased premises by the State, its officers, agents, employees, detainees, or related parties.

3. Escambia County shall maintain the exterior of the leased premises including grounds and parking area in compliance with all applicable health and safety laws, ordinances, and codes, which are presently in effect and which may subsequently be enacted during the term of this Lease. State shall maintain the interior, unless otherwise provided herein, in compliance with all applicable health and safety laws,

ordinances and codes, which are presently in effect and which may subsequently be enacted during the term of this Lease.

4. All personal property, improvements or fixtures, except any of same expressly designated in this Lease as those which Escambia County shall maintain, shall be maintained by State. State shall provide Escambia County an inventory of personal property maintained on the leased premises, which shall be updated annually.

5. Infrastructure shall be defined to include electrically systems, the HVAC system, mechanical, plumbing systems, fire protection systems, and the cabling for the communication system.

6. Escambia County agrees to furnish pest control services for the leased premises during the term of this Lease at the expense of Escambia County.

F. UTILITIES

Escambia County will promptly pay all water, sewer, solid waste, power, and electric light rates or charges which may become payable during the term of this Lease for the water, sewer and electricity used and disposal of solid waste generated by the State on the premises during the term of this Lease. State shall reimburse Escambia County for the cost of these services as shown on the attached Exhibit B.

It is understood and agreed that Escambia County does not warrant that any of the services referred to above, or any other services which Escambia County may supply, will be free from interruption. Interruptions of utility services under the control of Escambia County shall not be suspended for more than twenty-four (24) hours. Notwithstanding the foregoing, State acknowledges that any services interrupted by strikes or lockouts, or by reason of operation of law, acts of God, or other causes are beyond the control of Escambia County and Escambia County agrees to restore utility service in these circumstances as quickly as reasonably possible.

No such interruption or discontinuance of service for the foregoing reasons will be deemed a breach of this Lease or disturbance of State's use and possession of the leased premises or render Escambia County liable to State for damages or abatement of rent or otherwise relieve State from the responsibility of performing any of State's obligations under this Lease. Notwithstanding anything to the contrary in this Lease, Escambia County may bill State for the cost of an unexpected increase in utility use if the increased cost is due to the intentional acts, misuse, or improper conduct of State or its agents.

G. HANDICAPPED STANDARDS AND ALTERATIONS

1. Escambia County agrees the leased premises will be brought into conformance with the requirements of the Florida American With Disabilities Accessibility Implementation Act, Section 553.501-553.513, Florida Statutes providing requirements for persons with disabilities and with the requirement of Public Law 101-

336, enacted July 26, 1990, effective January 26, 1992, Section 28 CRF Part 35 and Appendix to Section 36 CRF Part 1191, known as the "Americans With Disabilities Act of 1990," by the United States Architectural and Transportation Barriers Compliance Board.

2. State shall have the right to make any alterations in and to the leased premises during the term of this Lease upon first having obtained the written consent thereto of Escambia County. Escambia County shall not capriciously withhold the consent to any such alterations.

3. Any improvements made by State shall be deemed to be part of the leased premises unless otherwise provided by the parties when consent is obtained and shall not be removed by State when it vacates the leased premises. Title to any improvements shall vest in Escambia County without payment of any nature to State. State shall be responsible for all permits, inspections and certificates for accomplishing any alterations it performs to the leased premises. State shall obtain lien waivers for all work done in or to the leased premises.

4. All personal property, as distinguished from improvements, owned by State and located on the leased premises, shall remain the property of State and may be removed at any time. Notwithstanding the foregoing, State shall repair any damage to the leased premises caused by the removal of said personal property and shall restore the leased premises to substantially the same condition as existed prior to the installation or use of State's personal property except for items with normal wear and tear.

5. Escambia County shall have the right to make changes in and about the building and adjacent leased premises upon fifteen (15) days notice to State. Such change may include, but not be limited to, rehabilitation, redecoration, refurbishment, and repair of the building and expansion of or structural changes to the building. The right of State to quiet enjoyment and peaceful possession given under this Lease will not be deemed breached or interfered with by reason of Escambia County's actions pursuant to this section so long as such actions do not unreasonably disrupt or interfere with State's use and enjoyment of the leased premises.

H. INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the leased premises during the term of this Lease shall be at the sole risk of State, and except for any negligence of Escambia County, Escambia County shall not be liable to State or any other person for any injury, loss or damage to property or to any person on the premises.

I. FIRE AND OTHER HAZARDS

1. In the event the leased premises, or the major part thereof, are destroyed by fire, lightning, storm, or other casualty, Escambia County, at its option, may forthwith repair the damage to such leased premises at its own cost and expense. Rent thereon

shall cease until the completion of such repairs and Escambia County shall refund the pro rata part of any rent paid in advance by the State prior to such destruction. Should the premises be only partly destroyed, so that the major part thereof is usable by State, then Rent shall abate to the extent the injured or damaged part(s) bears to the whole of such premises and such injury or damage shall be restored by Escambia County as speedily as is practical and upon the completion of such repairs the full Rent shall commence and this Lease shall then continue the balance of the term.

2. Escambia County shall provide and pay for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Escambia County shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Escambia County agrees the leased premises shall be available for inspection by the State Fire Marshal, prior to occupancy by State, and at any reasonable time thereafter.

3. Escambia County discloses that asbestos was used in the construction of the leased premises and remedial actions to abate any health hazards present have been completed in accordance with the action plan developed by Professional Services Industries, Inc., and described in the letter dated December 15, 1997 from Andrew S. Richmond to Mr. John Hartman, a copy of which is attached as Exhibit C.

4. Escambia County represents that if any radon is present, it is at a measurement level less than 4 PCI/L.

5. Escambia County has and does disclose and the Department of Juvenile Justice has and does acknowledge Escambia County has been the defendant in litigation styled Rebecca Norris v. County of Escambia, Florida, Case No. 96-210-CA-01, First Judicial Circuit, Division E, and Robert T. Graham and Ardye E. Graham v. County of Escambia, Florida, Case No. 96-2041-CA-01, First Judicial Circuit, Division K. Both of these cases allege injuries related to the air quality in part of the building in which the leased premises is located.

The Department of Juvenile Justice has received a copy of the Executive Summary of the Final Draft Report Indoor Air Quality Investigation of the Juvenile Justice Center, dated August, 1995 and prepared by CH2MHill ("the Report") for the Escambia County Board of County Commissioners and a letter, dated March 14, 1996, by Lawrence Bergie of Professional Service Industries, Inc. to Mr. Don Jimmerson, Manager of Safety & Loss Control, reviewing the Report. The Department of Juvenile Justice is aware of and has participated in numerous meetings regarding discussions of the air quality in the building and finds the air quality produced by air handling units in the building, and specifically units 15-22, to be satisfactory, as required by this Lease.

6. The Department of Juvenile Justice acknowledges to date Escambia County has taken remedial action as well as repairs and renovations to the building, including but not limited to an industrial cleaning of the building, the installation of

dehumidifiers and operation of the air conditioning 24 hours a day as recommended by the Report.

7. Notwithstanding the provisions of Paragraph D-2, the Department of Juvenile Justice acknowledges and agrees the air temperature may fall below 68 and above 78 degrees Fahrenheit at times during the time repairs and renovations are made to the building.

8. Notwithstanding the provisions of Paragraph D-4, the Department of Juvenile Justice acknowledges and agrees the heating and air conditioning to the leased premises may be interrupted during the time repairs and renovations are made to the building.

J. EXPIRATION OF TERM

At the expiration of the term of this Lease, State will peaceably return to Escambia County the leased premises in good and tenantable repair. It is understood and agreed between the parties that State shall have the right to remove from the premises all personal property of State and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided State restores the premises to as good a state of repair as it was prior to removal.

K. SUBLETTING AND ASSIGNMENT

State upon the obtaining of the written consent of Escambia County, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the leased premises or to assign all or any part of the leased premises.

L. NOT CONSENT TO SUE

The provisions, terms or conditions of this Lease shall not be construed as consent of the State of Florida to be sued for torts unless otherwise permitted by Section 768.28, Florida Statutes.

N. WAIVER OF DEFAULTS

The waiver of Escambia County of any breach of the terms and conditions of this Lease by State shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

N. RIGHT OF ESCAMBIA COUNTY TO INSPECT

Escambia County, at all reasonable times, may enter into and upon the leased premises for the purpose of viewing the same and for the purpose of making any such repairs as required under the terms of this Lease. Said right of entry will be exercised after reasonable notice by

Escambia County. In an emergency, Escambia County or its agents may enter the lease premises, without notice, to appraise and correct the emergency condition.

O. BREACH OF COVENANT

If State shall neglect or fail to perform or observe a term or condition herein contained, which on State's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from Escambia County to State, then Escambia County lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the leased premises, or any part thereof, and repossess the same as of their former estate and expel State and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this Lease shall terminate but without prejudice to any remedy which might otherwise be used by Escambia County for arrears of rent or for any breach of State's covenants herein contained. If State is in default of this Lease, Escambia County may, at its option, in addition to such other remedies as may be available under Florida law, terminate this Lease and State's right of possession.

P. ACKNOWLEDGMENT OF ASSIGNMENT

State upon the request of Escambia County shall execute such acknowledgment or acknowledgments or any assignment or assignments, or Rentals and profits made by Escambia County to any third person, firm or corporation, provided that Escambia County will not make such request unless required to do so by the mortgagee under a mortgage, or mortgages executed by Escambia County.

Q. TAXES, INSURANCE AND COMMISSIONS

Escambia County shall pay all real estate taxes, and fire insurance premiums on the leased premises. Escambia County shall not be responsible to obtain insurance protecting against loss to personal property belonging to State or any other person, which may not or hereafter be placed in the leased premises.

R. AVAILABILITY OF FUNDS

State's performance and obligation to pay under this Lease is contingent upon an annual appropriation by the Florida Legislature, pursuant to Florida Statutes §255.2502.

S. USE OF PREMISES

State will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to local ordinances in which the leased premises are located, now or hereinafter made, as may be applicable to the State. State agrees to use and occupy the leased premises as a juvenile assessment center.

T. RIGHT TO TERMINATE

Either party shall have the right to terminate this Lease, for cause of convenience after first giving six (6) months' written notice to the other by certified mail, return receipt requested.

U. NOTICES AND INVOICES

All notices required to be served upon Escambia County shall be served by Registered or Certified Mail, Return Receipt Requested to:

Escambia County
Office of the County Administrator
221 Palafox Place
Pensacola, Florida 32502

All notices required to be served upon State shall be served by Registered or Certified Mail, Return Receipt Requested to:

Department of Juvenile Justice
Purchasing, Leasing and Land Acquisitions
2737 Centerview Drive, Suite 1404
Tallahassee, Florida 32399-3100

Invoices, in triplicate, shall be submitted monthly to:

Department of Juvenile Justice
Bureau of Finance and Accounting
2737 Centerview Drive
Tallahassee, Florida 32399-3100

V. ENTIRE AGREEMENT

This Lease shall contain the entire agreement between Escambia County and State regarding the subject matters referenced herein and supersedes all prior oral and written agreements regarding such matters. This Lease may be modified in writing dated and signed by Escambia County and State after the effective date of this Lease.

W. SECURITY DEPOSIT

No security deposit shall be due.

X. SECURITY

With respect to security for the building, Escambia County and State hereby agree Escambia County shall maintain a system to reasonably control access to the building after business hours by the public and State shall provide a security system required by law, including metal detectors and security guards, necessary for the safe operation of a Juvenile Assessment

Center. State agrees to report promptly the loss or theft of all keys and/or cards which would permit unauthorized entrance to the leased premises or building, and any break-in or other emergency.

State acknowledges that the above security provisions may be suspended or modified at Escambia County's discretion with reasonable notice to State or as a result of cause beyond the reasonable control of Escambia County. No such interruption, discontinuance or modification of security service will constitute a disturbance of State's use and possession of the leased premises, and further, no interruption, discontinuance or modification of security service will render Escambia County liable to State or third-parties for damages, abatement of Rent, or otherwise relieve State of the responsibility of performing State's obligations under this Lease.

Y. COMPLIANCE WITH LAWS AND PROCEDURES

State agrees to comply with all applicable laws, guidelines, rules, regulations and requirements, whether of federal, state, or local origin, applicable to the leased premises and the building, including the Americans with Disabilities Act of 1990 and those for the correction, prevention and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the leased premises. Accordingly, State agrees that State and State's Agents shall comply with all operation and maintenance programs and guidelines, if any, implemented or promulgated from time to time by Escambia County or its consultants, in order to reduce the risk to State, State's Agents or any other lessees of the building of injury from environmental concerns. Furthermore, in accordance with Florida Law, the following disclosure is hereby made:

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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.

Z. ESCAMBIA COUNTY'S RIGHT TO PERFORM FOR STATE

If State fails to observe or perform any term or condition of this Lease within the default period, then Escambia County may immediately or at any time thereafter perform the same on behalf of State. If Escambia County makes any expenditure or incurs any obligation for the payment of money in connection with such performance for State's account, State agrees to reimburse Escambia County for the sums paid or obligations incurred in accordance with Florida Law.

AA. LIENS

No interest of Escambia County in the leased premises or the building shall be subject to liens for improvements made by State or caused to be made by State hereunder in accordance with Florida law. Further, State acknowledges that State, with respect to improvements or alterations made by State or caused to be made by State hereunder, shall promptly notify the

contractor making such improvements to the leased premises of this provision exculpating Escambia County's liability for such liens.

Notwithstanding the foregoing, if any mechanic's lien or other lien, attachment, judgment, execution, writ, charge or encumbrance is filed against the building or the leased premises or the leasehold created by this Lease, or any alterations, fixtures, or improvements therein or thereto, as a result of any work action or inaction done by or at the direction of State or any of State's agents, State will discharge same of record within thirty (30) days after the filing thereof, failing which State will be in default under this Lease.

In such event, without waiving State's default, Escambia County, in addition to all other available rights and remedies, without further notice, may discharge the same of record by payment, bonding or otherwise, as Escambia County may elect, and upon request State will reimburse Escambia County for all costs and expenses also incurred by Escambia County.

BB. TRANSFER BY ESCAMBIA COUNTY

If Escambia County's interest in the building terminates by reason of a bona fide sale or other transfer, Escambia County will, upon transfer be released from further liability to State under this Lease.

CC. MISCELLANEOUS

1. If any term or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, is not to be affected thereby and each term and condition of this Lease is to be valid and enforceable to the fullest extent permitted by law. This Lease will be construed in accordance with the laws of the State of Florida.
2. This Lease 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. It is acknowledged that each of the parties hereto has been fully represented by legal counsel and that each of such legal counsel has contributed substantially to the content of this Lease.
3. State represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of the State and constitutes the valid and binding agreement of State in accordance with the terms hereof.

IN WITNESS WHEREOF, Escambia County and State hereby execute this Lease on this ____ day of _____, 20__.

ESCAMBIA COUNTY:
ESCAMBIA COUNTY, FLORIDA

By and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

Attest: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

Kevin W. White, Chairman

This document approved as to form
and legal sufficiency.

By: J. Blalock
Title: Asst. County Attorney
Date: May 6, 2011

STATE:
STATE OF FLORIDA DEPARTMENT
OF JUVENILE JUSTICE

By: Richard Haire
Printed Name: Richard Haire
Title: Leasing Director

Witnesses:
Christella Moore
Printed Name: Christella Moore

Brittany Odom
Printed Name: Brittany Odom

State of Florida
County of Leon

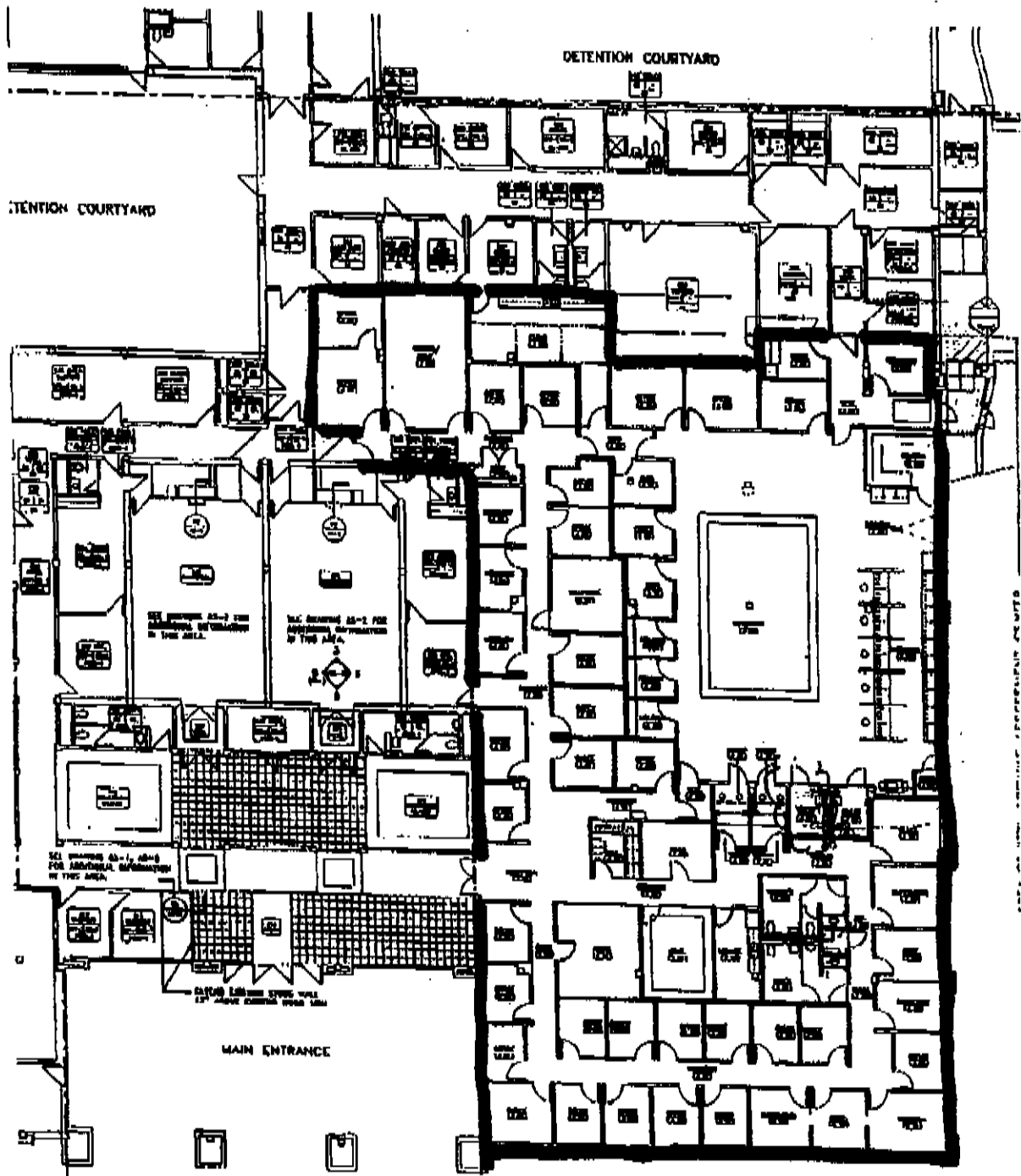
The foregoing instrument was acknowledged before me this 21 day of April,
2011, by Richard Haire who is personally known to me or who
produced _____ as identification and who did/did not take an oath.

Jeri Bennett
Notary Public
Printed Name: Jeri Bennett
Commission Number: DD 814442
Commission Expires: March 4, 2013

(NOTARY SEAL)



Exhibit A



AREA OF NEW JUVENILE ASSESSMENT CENTER (SEE DWG. A2-26 AND A3-26 FOR ROOMING, INFIRMARY)

FLOOR PLAN - AREA 3

Exhibit B

Department of Juvenile Justice
 Juvenile Assessment Center
 Lease # 800-0160
 Pensacola, Florida
 12,036 Sq Ft/Net Rentable

Term	Base Rent & Common Areas	Building Only Excludes Content Insurance @ \$.68 Sq Ft	Maint, Pest Control, Janitorial Services @ \$4.88 Sq Ft	Area Capital Improvements @ \$75/per sq ft	5% County Overhead	Total	Annual	Monthly	Annual Rate per Square Foot	Annual Rate per sq ft including utilities
July 1, 2011 - June 30, 2012	\$22,266.60	\$8,184.48	\$58,735.68	\$9,027.00	\$4,910.69	\$103,124.45	\$103,124.45	\$8,593.70	\$8.57	\$10.91
July 1, 2012 - June 30, 2013	\$22,934.60	\$8,593.70	\$60,497.75	\$9,027.00	\$5,052.65	\$106,105.71	\$106,105.71	\$8,842.14	\$8.82	\$11.23
July 1, 2013 - June 30, 2014	\$22,935.63	\$9,023.39	\$62,312.68	\$9,027.00	\$5,164.94	\$108,463.64	\$108,463.64	\$9,038.64	\$9.01	\$11.49
July 1, 2014 - June 30, 2015	\$22,936.66	\$9,474.56	\$64,182.06	\$9,027.00	\$5,281.01	\$110,901.29	\$110,901.29	\$9,241.77	\$9.21	\$11.77
July 1, 2015 - June 30, 2016	\$23,624.76	\$9,948.29	\$66,107.53	\$9,027.00	\$5,435.38	\$114,142.95	\$114,142.95	\$9,511.91	\$9.48	\$12.12
July 1, 2016 - June 30, 2017	\$24,333.50	\$10,445.70	\$68,090.75	\$9,027.00	\$5,594.85	\$117,491.80	\$117,491.80	\$9,790.98	\$9.76	\$12.47
July 1, 2017 - June 30, 2018	\$25,063.51	\$10,967.99	\$70,133.47	\$9,027.00	\$5,759.60	\$120,951.56	\$120,951.56	\$10,079.30	\$10.05	\$12.84
July 1, 2018 - June 30, 2019	\$25,815.41	\$11,516.39	\$72,237.48	\$9,027.00	\$5,929.81	\$124,526.09	\$124,526.09	\$10,377.17	\$10.35	\$13.22
July 1, 2019 - June 30, 2020	\$26,589.87	\$12,092.20	\$74,404.60	\$9,027.00	\$6,105.68	\$128,219.36	\$128,219.36	\$10,684.95	\$10.65	\$13.62
July 1, 2020 - June 30, 2021	\$27,387.57	\$12,696.81	\$76,636.74	\$9,027.00	\$6,287.41	\$132,035.53	\$132,035.53	\$11,002.96	\$10.97	\$14.02

Utilities will be billed separately @ \$2.34 per sq ft for the 1st year (All amounts after June 30, 2012 are estimated at 3% increase per year, but will be recalculated each year in January proceeding the beginning of the new lease year)

	Utilities
July 1, 2011 - June 30, 2012	\$28,164.24
July 1, 2012 - June 30, 2013	\$29,009.17
July 1, 2013 - June 30, 2014	\$29,879.44
July 1, 2014 - June 30, 2015	\$30,775.83
July 1, 2015 - June 30, 2016	\$31,699.10
July 1, 2016 - June 30, 2017	\$32,650.07
July 1, 2017 - June 30, 2018	\$33,629.58
July 1, 2018 - June 30, 2019	\$34,638.46
July 1, 2019 - June 30, 2020	\$35,677.62
July 1, 2020 - June 30, 2021	\$36,747.95

Base Rent 3% increase yearly
 Insurance 5% increase yearly
 Maint etc 3% increase yearly
 Area Capital Improvement @ \$.75 sq ft yearly
 Utilities is based on County-Wide 2008-2009 Actuals. This is not calculated the same on Detention due to the fact that JAC is not a 24/7 operation

This is figured according to the JJC Detention's Lease agreement

1999-000694 BCC
May. 29, 1999 Page 16 of 19



December 15, 1997

Mr. John Hartman
Escambia County Facilities Management
820 South Commendence Street
Pensacola, Florida 32501

RE: Occupant Protection During Asbestos Abatement

THE CONDITION OF THE ORIGINAL
DOCUMENT IS REFLECTED IN THE
IMAGE AND IS NOT THE FAULT OF
THE MICROFILMING PROCESS.

Dear Mr. Hartman:

Professional Service Industries, Inc. (PSI) is pleased to provide this letter to summarize the actions which will be taken to protect occupants of the Juvenile Justice Center during asbestos abatement in the building. Asbestos-containing materials (ACM) were identified throughout the building during a survey of the facility conducted by PSI in April 1997. All of the ACM identified at the Juvenile Justice Center was non-friable except for insulation on one pipe fitting located in the mechanical room.

PSI understands that if the building is to be occupied during abatement, the County will require Technical Specifications for Asbestos Abatement which will detail the methods to be used by the contractor to prevent asbestos exposure of county and state employees, visitors to the building and residents of the correctional facility. These specifications will be prepared by the staff of the PSI Pensacola office with technical assistance and review by a PSI Certified Industrial Hygienist who is a Florida licensed Asbestos Consultant.

The primary methods of protecting the building occupants will include: isolation of the work area; air monitoring during abatement; visual inspections; and final clearance air testing. These methods are described in more detail in the following paragraphs.

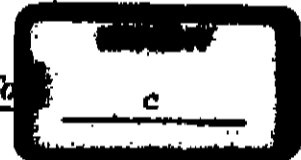
ISOLATION OF THE WORK AREA

The contractor will be required to shut down and tag out the HVAC system in the area of the building where abatement will be taking place. All vents, windows, doors, wall penetrations or other openings will be sealed using one layer of 6-mil polyethylene sheeting and duct tape. All walls, ceilings and floors will be covered with two layers of 6-mil polyethylene except for surfaces covered by ACM. In areas where there is no permanent wall between the asbestos work area and occupied portions of the building, the contractor will be required to construct temporary walls using plywood. The temporary walls will be covered with covered with 6-mil polyethylene as described above and all openings will be sealed airtight.

After all openings have been sealed, the contractor will establish a negative pressure differential inside the work area using air filtration devices equipped with high efficiency particulate air (HEPA) filters. The contractor will be required to establish and maintain a pressure differential of -0.02 inches of water column during all abatement activities until the final clearance results indicate a fiber concentration of less than 0.01 structures per cubic centimeter (s/cc) using Transmission Electron Microscopy (TEM).

The personnel decontamination enclosure, waste load-out and all negative air exhaust openings will be placed as far from public and employee entrances as possible. The contractor will not be allowed to load-out asbestos waste bags during normal operating hours of the building. All asbestos waste will either be secured inside the work area or placed in a fully enclosed, locked

Information To



1999-000694 RCC
May. 28, 1999 Page 17 of 19

dumpster or vehicle outside the building. Asbestos warning signs and barricade tape will be used to demarcate the asbestos work area.

AIR MONITORING DURING ABATEMENT

PSI will conduct ambient air monitoring both inside and outside the work area during all phases of abatement. All samples will be analyzed using the OSHA Reference Method which specifies Phase Contrast Microscopy (PCM) analysis. Results of daily work area air samples will be available to the County within 24 hours of sample collection. Should any air sample indicate a fiber concentration of 0.01 fibers per cubic centimeter (f/cc) outside the negative pressure enclosure, all abatement work will be suspended until the cause for a high fiber concentration is determined and corrected.

VISUAL INSPECTIONS

The contractor will be required to conduct a visual inspection of the containment (inside and outside) at least once per shift. PSI personnel will conduct visual inspections of the containment and the work area continuously throughout the abatement process. After all ACM has been removed in a given work area, the contractor and project monitor will conduct a visual inspection to ensure that all ACM has been removed and no residual dust or debris is present. The contractor will not be allowed to encapsulate until the work area has passed the visual inspection. After clearance air samples have passed and the containment has been removed, the project monitor will conduct a final visual inspection to ensure that no residual material is left in the work area.

FINAL CLEARANCE AIR TESTING

After the work area has passed a visual inspection by PSI, the containment has been encapsulated with a "lock-down" encapsulant, and the encapsulant has been allowed to settle, final clearance testing will be conducted. A representative number of air samples will be collected from inside the work area and sent to a PSI, AHA accredited laboratory for TEM analysis. The work area will be considered clean if all clearance samples are below 0.01 f/cc.

The above mentioned controls represent industry standard methods and are above and beyond the scope of minimum effort to comply with federal and state regulations. The intent of these specifications will be to provide the county with the safest plan for conducting asbestos removal activities in an occupied building. If you have any questions, please do not hesitate to contact our office.

Respectfully Submitted,

Professional Service Industries, Inc.



Andrew S. Richmond
Project Manager

THE CONDITION OF THE ORIGINAL
DOCUMENT IS REFLECTED IN THE
IMAGE AND IS NOT THE FAULT OF
THE MICROFILMING PROCESS.





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-947

County Administrator's Report Item #: 14. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Acquisition of Real Property Located Adjacent to Saufley Field C&D Site from Michael and Sandra Johnson

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acquisition of Real Property Located Adjacent to Saufley Field Construction and Demolition (C&D) Site from Michael and Sandra Johnson - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action regarding the acquisition of real property located adjacent to Saufley Field Construction and Demolition (C&D) site from Michael and Sandra Johnson:

A. Authorize the purchase of three parcels of real property (totaling approximately 4.92 acres), for \$262,000, from Michael and Sandra Johnson, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and

B. Authorize 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 acquisition of this property, without further action of the Board.

Meeting in regular session on June 17, 2010, the Board approved the recommendation presented to the Committee of the Whole on June 10, 2010, authorizing staff to initiate the purchase process for three contiguous parcels of property (totaling approximately 4.92 acres), located at 5640 Saufley Field Road, owned by Michael and Sandra Johnson. This property abuts the east property line of the Saufley C&D site.

[Funding Source: Fund 401 (Solid Waste), Cost Center 220613 (Saufley Landfill), Object Code 56101 (Land)]

BACKGROUND:

Meeting in regular session on June 17, 2010, the Board approved the recommendation presented to the Committee of the Whole on June 10, 2010, authorizing staff to initiate the purchase process for three contiguous parcels of property (totaling approximately 4.92 acres), located at 5640 Saufley Field Road, owned by Michael and Sandra Johnson. This property abuts the East property line of the Saufley C&D site.

As part of the Saufley Field C&D Landfill Revitalization Project, the consultant has determined

that there is a need for additional property for a combined pond site, lay down area and borrow source. The property consists of approximately 4.92 acres with a residential structure. Meeting in regular session on April 7, 2011, the Board authorized staff to make an offer to purchase this property for \$262,000, with the owners to be responsible for the payment of closing costs to include deed documentary stamps and pro-rated taxes. The owners have agreed to this offer and the terms and conditions contained in the Contract for Sale and Purchase. Staff is requesting Board approval of the Contract for Sale and Purchase to proceed with this acquisition.

BUDGETARY IMPACT:

Funds for this project are available in Fund 401 (Solid Waste), Cost Center 220613 (Saufley Landfill), Object Code 56101 (Land).

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and will conduct the closing for the purchase of this property.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Board Action

Parcel 1 Information

Parcel 2 Information

Parcel 3 Information

Contract - 2 Parcels

Contract - 1 Parcel

Map

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

28. Taking the following action concerning the Escambia Consortium 2010 HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Agreement with Community Enterprise Investments, Inc. (CEII) (Funding: Fund 147/2010, HOME, Cost Center 220432):
- A. Approving to enter in to the CHDO Operating Expense Project Agreement with CEII to provide \$37,440 in 2010 HOME Program CHDO Operating Expense support, to assist CEII in developing the capacity to further expand participation in the HOME CHDO Rental Development Program, the Neighborhood Stabilization Program (NSP), and related affordable home ownership and rental housing activities; and
 - B. Authorizing the Chairman or Vice Chairman to execute the CHDO Operating Expense Project Agreement and all related documents as required to implement the Agreement and provisions thereof.
29. Taking the following action regarding the acquisition of real property, located adjacent to Saufley Field C&D Site, from Michael and Sandra Johnson; meeting in regular session on June 17, 2010, the Board approved the recommendation presented to the Committee of the Whole on June 10, 2010, authorizing staff to initiate the purchase process for three contiguous parcels of property (totaling approximately 4.92 acres), located at 5640 Saufley Field Road, which abuts the east property line of the Saufley C&D site and is owned by Michael and Sandra Johnson; as part of the Saufley Field C&D Landfill Revitalization Project, the consultant has determined that there is a need for additional property for a combined pond site, lay-down area and borrow source (Funding Source: Fund 401, Solid Waste Fund, Cost Center 220613):
- A. Authorizing staff to make an offer to Michael and Sandra Johnson to purchase three parcels of real property (totaling approximately 4.92 acres), for \$262,000, which is \$60,000 above the appraised amount of \$202,000; and
 - B. Authorizing the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of this property.

PARCEL 1

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	381S313305001001
Account:	091769100
Owners:	JOHNSON MICHAEL L & JOHNSON SANDRA K
Mail:	5654 SAUFLEY FIELD RD PENSACOLA, FL 32526
Situs:	5640 SAUFLEY FIELD RD
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2009 Certified Roll Assessment	
Improvements:	\$1
Land:	\$15,342
Total:	\$15,343
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/27/2009	6419	1879	\$100	QC	View Instr
12/2003	5338	1232	\$100	QC	View Instr
07/1998	4283	396	\$20,000	CJ	View Instr
03/1989	2673	179	\$100	WD	View Instr
04/1987	2408	712	\$100	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2009 Certified Roll Exemptions	
None	
Legal Description	
N 639 FT OF E 220 FT OF S 689 FT OF SW1/4 OF SW1/4 OR 6419 P 1879	
Extra Features	
None	

Parcel Information

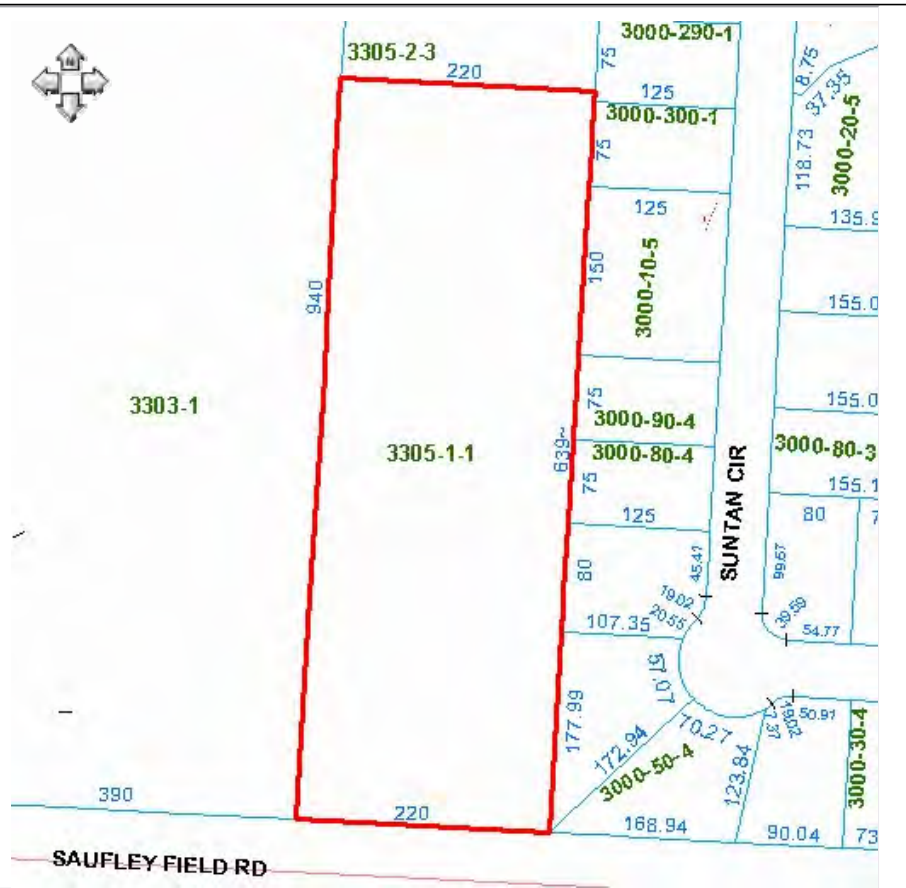
[Restore Map](#)

[Get Map Image](#) [Launch Interactive Map](#)

Section Map Id:
[38-1S-31-2](#)

Approx. Acreage:
3.3800

Zoned:
R-R



PARCEL 2

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	381S313305002003
Account:	091770015
Owners:	JOHNSON MICHAEL L & SANDRA K
Mail:	5654 SAUFLEY FIELD RD PENSACOLA, FL 32526
Situs:	5654 SAUFLEY FIELD RD
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2009 Certified Roll Assessment	
Improvements:	\$77,360
Land:	\$10,830
Total:	\$88,190
Save Our Homes:	\$61,747
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/1994	3601	967	\$100	QD	View Instr
04/1994	3601	965	\$100	QC	View Instr
04/1994	3600	821	\$100	QC	View Instr
04/1992	3156	625	\$1,500	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2009 Certified Roll Exemptions	
HOMESTEAD EXEMPTION	
Legal Description	
BEG AT SW COR OF SEC ELY ALG S LI 1096 64/100 FT NLY DEFLECTING 89 DEG 0 MIN 41 SEC LEFT 689 25/100 FT FOR...	
Extra Features	
CARPORT	

Parcel Information

[Restore Map](#)

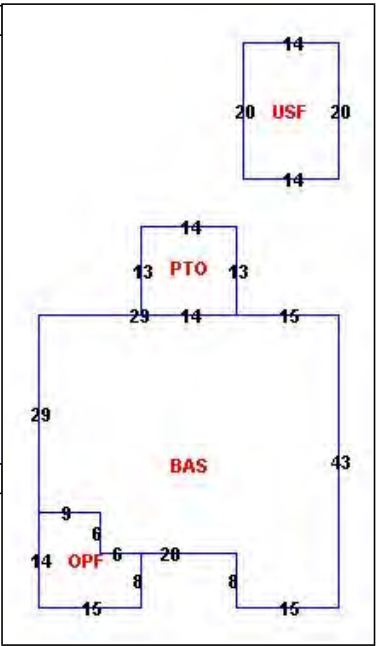
[Get Map Image](#) [Launch Interactive Map](#)

Section Map Id:
[38-1S-31-2](#)

Approx. Acreage:
1.1600

Zoned:
R-R



Buildings	
Building 1 - Address: 5654 SAUFLEY FIELD RD, Year Built: 1992, Effective Year: 1992	
<div style="border: 1px solid black; padding: 2px;">Structural Elements</div> <p>FOUNDATION - WOOD/SUB FLOOR EXTERIOR WALL - VINYL SIDING NO. PLUMBING FIXTURES - 6.00 DWELLING UNITS - 1.00 ROOF FRAMING - GABL/HIP HI PTC ROOF COVER - DIMEN/ARCH SHNG INTERIOR WALL - PANEL-PLYWOOD FLOOR COVER - CARPET NO. STORIES - 2.00 DECOR/MILLWORK - ABOVE AVERAGE HEAT/AIR - CENTRAL H/AC STRUCTURAL FRAME - WOOD FRAME</p>	
<div style="border: 1px solid black; padding: 2px;">Areas - 2242 Total SF</div> <p>BASE AREA - 1606 OPEN PORCH FIN - 174 PATIO - 182 UPPER STORY FIN - 280</p>	

Images



01/27/10

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



PARCEL 3

Chris Jones

Escambia County Property Appraiser

ECPA Home

Real Estate Search | Tangible Property Search | Amendment 1 Calculations

[Back](#)



Navigate Mode Account

Printer Friendly Version

Reference

General Information	
Reference:	381S313305000003
Account:	091770000
Owners:	JOHNSON MICHAEL 25% JOHNSON DAVID 25% HOLLIS GENEVIEVE 25% MORGAN MARTHA 25%
Mail:	C/O MICHAEL JOHNSON 5654 SAUFLEY FIELD RD PENSACOLA, FL 32526
Situs:	5650 SAUFLEY FIELD RD 32526
Use Code:	MOBILE HOME
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

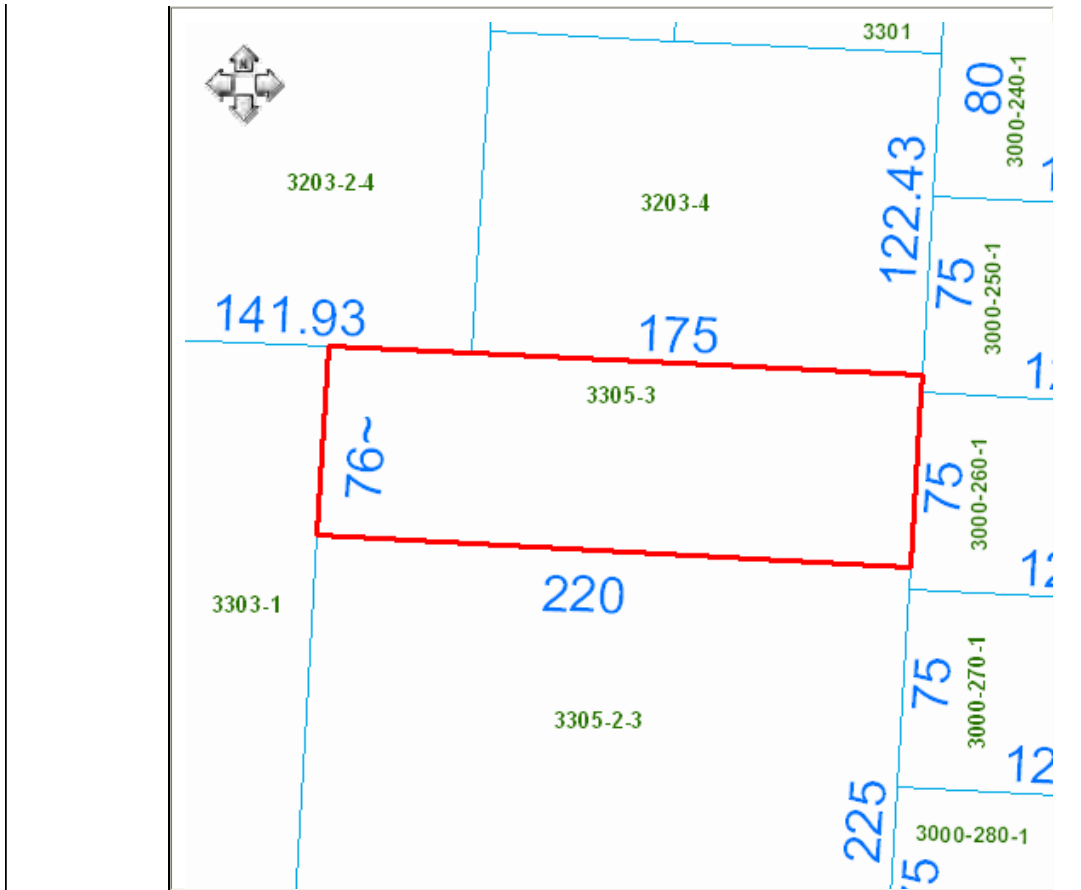
2010 Certified Roll Assessment	
Improvements:	\$3,633
Land:	\$9,025
Total:	\$12,658
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/29/2010	6608	166	\$100	CJ	View Instr
01/2001	4681	284	\$100	QC	View Instr
01/2001	4681	283	\$100	QC	View Instr
01/2001	4681	282	\$100	QC	View Instr
01/2001	4681	281	\$100	QC	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2010 Certified Roll Exemptions
None
Legal Description
N 76 FT OF S 990 FT OF E 220 FT OF SW1/4 OF SW1/4 OR 6608 P 166
Extra Features
SCREEN PORCH

Parcel Information [Get Map Image](#) [Launch Interactive Map](#)

Section Map Id: 38-1S-31-2
Approx. Acreage: 0.3800
Zoned: R-R



Buildings

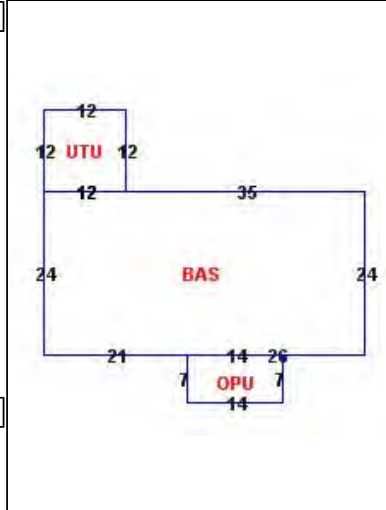
Building 1 - Address: 5650 SAUFLEY FIELD RD, Year Built: 1980, Effective Year: 1980

Structural Elements

- MH FLOOR SYSTEM-TYPICAL
- MH EXTERIOR WALL-WOOD SIDING
- NO. PLUMBING FIXTURES-6.00
- DWELLING UNITS-2.00
- MH ROOF FRAMING-GABLE HIP
- MH ROOF COVER-COMP SHINGLE/WOOD
- MH INTERIOR FINISH-PANEL PLYWOOD
- MH FLOOR FINISH-CARPET
- NO. STORIES-1.00
- MH FLOOR FINISH-VINYL
- MH MILLWORK-TYPICAL
- MH HEAT/AIR-HEAT & AIR
- MH STRUCTURAL FRAME-TYPICAL

Areas - 1370 Total SF

- BASE AREA - 1128
- OPEN PORCH UNF - 98
- UTILITY UNF - 144



Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between **MICHAEL L. and SANDRA K. JOHNSON**, husband and wife, whose address is 5654 Saulley Field Road, Pensacola, Florida 32526, ("Sellers"), and **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 ("Buyer").

1. **AGREEMENT.** Sellers agree to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Two Hundred Fifty Two Thousand Dollars (\$252,000.00), payable to Sellers at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. **SELLERS' AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers);

Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. **BROKERS.** Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Sellers shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuse to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain

binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Sellers until closing.

17. **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 the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLERS:

Michael & Sandra Johnson
5654 Saufley Field Road
Pensacola, FL 32526

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey

and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Sellers agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Sellers warrant delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By SWest
Title Asst. County Attorney
Date June 8, 2011

SELLERS

Judith Cantrell
Judith Cantrell
Print Name

Michael L. Johnson
MICHAEL L. JOHNSON

Bernie W Manning
Witness
Bernie W Manning
Print Name

Date: June 8, 2011

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Michael L. Johnson. He () is personally known to me, () produced current as identification.

Judith C Cantrell
Signature of Notary Public

(Notary Seal)

JUDITH C. CANTRELL
Comm# DD967613
Expires 5/17/2014
Printed Name of Notary Assn., Inc.

Judith Cantrell
Witness
Judith Cantrell
Print Name

Sandra K Johnson
SANDRA K. JOHNSON

Bernie W Manning
Witness
Bernie W Manning
Print Name

Date: June 8, 2011

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of June, 20__, by Sandra K. Johnson. She () is personally known to me, () produced current as identification.

Judith C Cantrell
Signature of Notary Public

(Notary Seal)

JUDITH C. CANTRELL
Comm# DD967613
Expires 5/17/2014
Printed Name of Notary Assn., Inc.

Exhibit "A"

Commence at the Southwest corner of Section 38, Township 1 South, Range 31 West, Escambia County, Florida; thence go Easterly along the South line of said Section 38 a distance of 1096.64 feet; thence go Northerly deflecting 89° 00' 41" left a distance of 689.25 feet to the POINT OF BEGINNING; thence continue Northerly along a projection of the line last run a distance of 225.00 feet; thence go Easterly deflecting 89° 24' 00" right a distance of 220.00 feet; thence go Southerly deflecting 90° 36' 00" right a distance of 225.00 feet; thence go Westerly deflecting 89° 24' 00" right a distance of 220.00 feet to the Point of Beginning, together with all of Grantors' right, title and interest in that certain Private Right-of-Way Easement recorded in Official Record Book 6318 at Page 39 of the public records of Escambia County, Florida. Containing 1.14 acres more or less.

and also:

The North 639.00 feet of the East 220.00 feet of the South 689.00 feet of the Southwest quarter of the Southwest quarter of Section 38, Township 1 South, Range 31 West, Escambia County, Florida, together with all of Grantors' right, title and interest in that certain Private Right-of-Way Easement recorded in Official Record Book 6318 at Page 39 of the public records of Escambia County, Florida.

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase (“Contract”), between **MICHAEL L. and SANDRA K. JOHNSON**, husband and wife, whose address is 5654 Saufley Field Road, Pensacola, Florida 32526, as to ¼ interest; **DAVID JOHNSON** whose address is 6 NW Baublits Drive, Pensacola, Florida 32507, as to ¼ interest; **GENEVIEVE HOLLIS** whose address is 2143 Inda Avenue, Pensacola, Florida 32526, as to ¼ interest and **MARTHA MORGAN** whose address is 4685 Pinot Noir Drive, Braselton, Georgia 30517, as to ¼ interest (“Sellers”), and **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 (“Buyer”).

1. **AGREEMENT.** Sellers agree to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the “Property”) upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Ten Thousand Dollars (\$10,000), payable to Sellers at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date (“Effective Date”) of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer’s opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer’s reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. **SELLERS’ AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC’S LIENS.** Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner’s policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic’s liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers’ Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. **BROKERS.** Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Sellers shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuse to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Sellers until closing.

17. 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 the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

TO SELLERS:

Michael L. & Sandra K. Johnson
5654 Saufley Field Road
Pensacola, FL 32526

David Johnson
6 NW Baublits Drive
Pensacola, FL 32507

Genevieve Hollis
2143 Inda Avenue
Pensacola, FL 32526

Martha Morgan
4685 Pinot Noir Drive
Braselton, Georgia 30517

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Sellers agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. OCCUPANCY AND POSSESSION. Sellers warrant delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay

to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor’s certification disclosing under penalty of perjury Sellers’ foreign or non-foreign status and Sellers’ United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**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

Date: _____

BCC Approved: _____

SELLERS:

Witness

Print Name

MICHAEL L. JOHNSON

Witness

Date: _____

Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by Michael Johnson. He (___) is personally known to me, (___) produced current
_____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SELLERS:

Witness

Print Name

SANDRA K. JOHNSON

Witness

Print Name

Date: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by Sandra K. Johnson. She (____) is personally known to me, (____) produced current
_____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SELLERS:

Witness

Print Name

DAVID JOHNSON

Witness

Date: _____

Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by David Johnson. He (___) is personally known to me, (___) produced current
_____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SELLERS:

Witness

Print Name

GENEVIEVE HOLLIS

Witness

Print Name

Date: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by Genevieve Hollis. She (___) is personally known to me, (___) produced current
_____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SELLERS:

Witness

Print Name

MARTHA MORGAN

Witness

Print Name

Date: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by Martha Morgan. She (____) is personally known to me, (____) produced current
_____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

PROPERTY ACQUISITION / THREE PARCELS ABUTTING SAUFLEY FIELD C&D



ESCAMBIA COUNTY
PUBLIC WORKS BUREAU
LWG 04/26/10 DISTRICT 1

 THREE PARCELS OWNED BY JOHNSONS / APPROXIMATELY 5 ACRES



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-957

County Administrator's Report Item #: 14. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Transfer of a Portion of Burgess Road from FDOT to Escambia County

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Transfer of a Portion of Burgess Road from FDOT to Escambia County - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action concerning the transfer of a portion of Burgess Road from the Florida Department of Transportation (FDOT) to Escambia County:

A. Approve the FDOT/Escambia County Roadway Transfer Agreement, accepting the transfer from FDOT of a portion of State Road (SR) 742 (East Burgess Road), Roadway ID 48-013-000, from Hilburn Road (Beginning Mile Post 1.360) to the west right-of-way line of Interstate I-110; SR 742 (East Burgess Road), from the east right-of-way of line of Interstate I-110 to SR 291/North Davis Highway (Ending Mile Post 1.975); and SR 742 (East Burgess Road/Lanier Drive), from Sanders Avenue (Beginning Mile Post 2.777) to Creighton Road/Lanier Drive (Ending Mile Post 3.154);

B. Adopt the Resolution approving the Roadway Transfer Agreement between Escambia County and FDOT;

C. Authorize the payment of incidental expenses associated with the recording of the maps or Deeds; and

D. Authorize the Chairman to execute all documents necessary to complete this transaction.

As part of FDOT's project to improve the I-110 corridor, the Burgess Road bridge crossing I-110 was removed and a new bridge constructed on Creighton Road. Creighton Road merges with Burgess Road just west of Hilburn Road and is still needed by FDOT for their future plans. FDOT would like to transfer the portion of Burgess Road from Hilburn Drive to Davis Highway, the portion of Burgess Road from Sanders Street to Lanier Drive and the portion of Lanier Drive from Burgess Road to Creighton Road to the County.

BACKGROUND:

As part of FDOT's project to improve the Interstate I-110 corridor, the Burgess Road bridge crossing Interstate I-110 was removed and a new bridge constructed on Creighton Road. Creighton Road merges with Burgess Road just west of Hilburn Road and is still needed by FDOT for their future plans. FDOT would like to transfer the portion of Burgess Road from Hilburn Drive to Davis Highway, the portion of Burgess Road from Sanders Street to Lanier Drive and the portion of Lanier Drive from Burgess Road to Creighton Road to the County.

BUDGETARY IMPACT:

Funds for recording of the maps are available in an Engineering Escrow account with Escambia County Clerks Office for recording of instruments.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Roadway Transfer Agreement and Resolution have been approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on June 8, 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.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Burgess Road map will be recorded by FDOT in the public records. The Escambia County Public Works Department/Road Department Division will be notified of the transfer to adjust maintenance schedules. Staff has been in contact with FDOT personnel and will continue to work with FDOT to complete this transfer.

Attachments

Agreement

Resolution

Map

FDOT/Escambia County

**ROADWAY TRANSFER AGREEMENT
SR 742/EAST BURGESS ROAD (Hilburn Road to SR 291/North Davis Highway and
Sanders Avenue to Lanier Drive/Creighton Road) from the State Highway System
to the Escambia County Road System**

THIS AGREEMENT, made and entered into this _____ day of _____, 2011,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an
agency of the State of Florida, hereinafter called the "DEPARTMENT," and ESCAMBIA
COUNTY, hereinafter called the "COUNTY;"

WITNESSETH

WHEREAS, the DEPARTMENT has requested the transfer of SR 742 (East Burgess Road) Roadway ID 48-013-000 from Hilburn Road (Beginning Mile Post 1.360) to the west right of way line of Interstate I-110, SR 742 (East Burgess Road) from the east right of way line of Interstate I-110 to SR 291/North Davis Highway (Ending Mile Post 1.975), and SR 742 (East Burgess Road/Lanier Drive) from Sanders Avenue (Beginning Mile Post 2.777) to Creighton Road/Lanier Drive (Ending Mile Post 3.154) (all segments described shall be referred to in this Transfer Agreement as "Burgess Road") from the State Highway System to the County Road System, and this transfer is mutually agreed upon between the COUNTY and the DEPARTMENT,

NOW, THEREFORE, THIS INDENTURE WITNESSETH, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the COUNTY and the DEPARTMENT agree as set forth below:

1. The Recitals set forth in the Whereas clause above are true and are by reference made a part of this Transfer Agreement.
2. This Transfer Agreement sets forth the terms and conditions under which the COUNTY and the DEPARTMENT will abide.
3. By resolution, which is attached hereto, the COUNTY has authorized its representative to enter into this Transfer Agreement.
4. The commencement of jurisdictional and maintenance responsibilities for Burgess Road is the date of the approval of the roadway transfer by the Secretary of the DEPARTMENT.
5.
 - (a) The COUNTY accepts all responsibility for the Burgess Road right of way and for operation and maintenance of the Burgess Road roadway, including bridges. In addition to the roadbed, this Transfer Agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer.

The COUNTY shall be responsible for maintenance of the right of way and of public sidewalks, bike paths, and other ways in the right of way.

- (b) The DEPARTMENT gives up all rights to Burgess Road, including the right of way, except as may be specified in this Transfer Agreement.

- (c) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or railroad crossing agreement or other such agreement, relating to Burgess Road, shall be transferred at the same time and in the same manner as jurisdictional responsibility. If the agreements were made between the DEPARTMENT and the COUNTY, and the DEPARTMENT will no longer be involved after the transfer takes place, new agreements or amended agreements shall be made between the DEPARTMENT and the COUNTY. These agreements shall be negotiated and signed prior to District Secretary approval of the final Transfer Agreement. The DEPARTMENT acknowledges that copies of any existing permits, agreements and easements have been turned over to the receiving entity for their records prior to execution of this Transfer Agreement.
 - (d) Disposition of telemetered traffic monitoring sites will be determined on an individual basis. The Traffic Data Section of the DEPARTMENT's Transportation Statistics Office in cooperation with the District Office will determine if polling the sites is still desirable even if the traffic data are no longer needed for State Highway System reporting.
 - (e) If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the COUNTY agrees to maintain the resources in accordance with the Cultural Resource Management Coordinator (CRMC) recommendations. If no evidence is found, the COUNTY agrees not to adversely affect any such resources if found after the transfer.
 - (f) If Federal-Aid funding has been used on Burgess Road, the COUNTY agrees to enter into a project agreement with the DEPARTMENT in accordance with Topic Number 850-065-001, Inspection of Federal-aid Projects under Local Jurisdiction (State Maintenance Office).
 - (g) COUNTY shall record existing deeds or right-of-way maps in the public land records of the county in which the rights-of-way are located after the Secretary of the DEPARTMENT approves the transfer.
6. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
 7. This Transfer Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Transfer Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
 8. This Transfer Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 9. The parties may be reached at the following addresses and phone numbers.

Florida Department of Transportation
Jason D. Peters, P.E.
District 3 Planning Office
Post Office Box 607
1074 Highway 90
Chipley, Florida 32428
Telephone: (850) 415-9539
Fax: (850) 415-9149

Escambia County
Charles R. Oliver, P.E.
County Administrator
221 Palafox Place
Pensacola, Florida 32502
Telephone: (850) 595-4900
Fax (850) 595-4928

10. Each party is an independent contractor and is not an agent of the other party. Nothing contained in this Transfer Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Transfer Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.
11. 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.
12. If any part of this Transfer Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Transfer Agreement shall remain in full force and effect provided that the part of this Transfer Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Transfer Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Transfer Agreement to be executed, the day and year first above written.

ESCAMBIA COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Kevin W. White, Chairman

BY: _____
James T. Barfield, P.E.
District 3 Secretary

ATTEST: Ernie Lee Magaha
Clerk of Circuit Court

ATTEST: _____
Executive Secretary

BY: _____
Deputy Clerk

LEGAL REVIEW:
J. G. West, Asst. County Attorney
County Attorney (optional)
approved as to form and legal sufficiency

LEGAL REVIEW:

Office of the General Counsel

RESOLUTION R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A ROADWAY TRANSFER AGREEMENT FOR THE TRANSFER OF A PORTION OF STATE ROAD 742 (EAST BURGESS ROAD) FROM THE STATE HIGHWAY SYSTEM TO THE ESCAMBIA COUNTY ROAD SYSTEM, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has requested the transfer of State Road 742 (East Burgess Road) Roadway ID 48-013-000 from Hilburn Road (Beginning Mile Post 1.360) to the west right-of-way line of Interstate I-110, SR 742 (East Burgess Road) from the east right-of-way line of Interstate I-110 to SR 291/North Davis Highway (Ending Mile Post 1.975) and SR 742 (East Burgess Road/Lanier Drive) from Sanders Avenue (Beginning Mile Post 2.777) to Creighton Road/Lanier Drive (Ending Mile Post 3.154) (all segments described shall be referred to in the Transfer Agreement as "Burgess Road" from the State Highway System to the County Road System, and

WHEREAS, Escambia County and the Florida Department of Transportation wish to enter into a Roadway Transfer Agreement to define the terms and conditions for the transfer of the road;

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

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Board of County Commissioners of Escambia County, Florida, hereby approves and authorizes the chairman to execute the Roadway Transfer Agreement attached to this Resolution.

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

By: Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

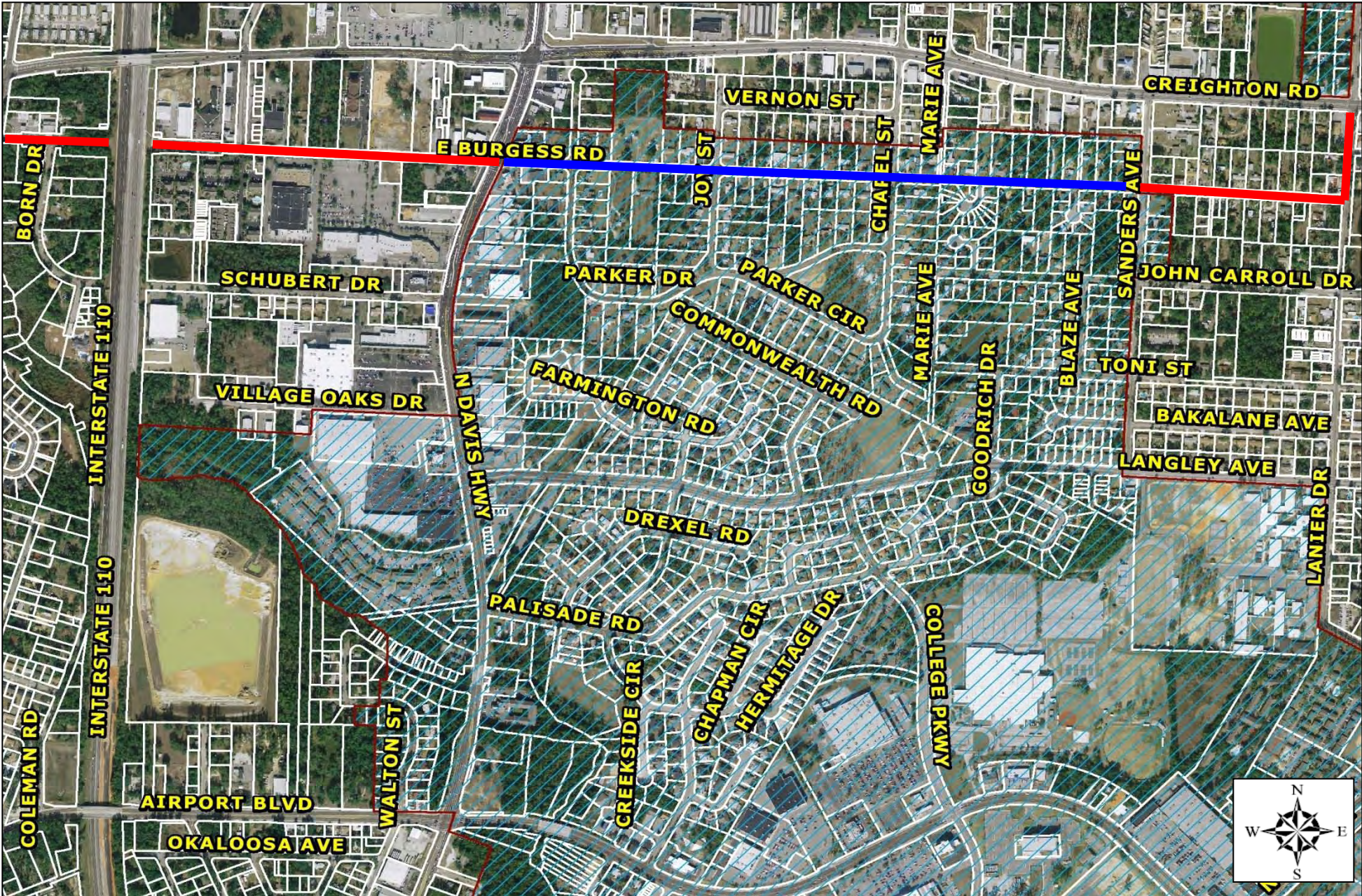
Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By J. B. White
Title Asst. County Attorney
Date June 8, 2011

ROADWAY TRANSFER AGREEMENT / PORTION OF BURGESS RD. & LANIER DR. TO COUNTY



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT
LWG 06/06/07 DISTRICT 4

-  PORTION OF BURGESS RD. & LANIER TO BE TRANSFERRED TO COUNTY
-  PORTION OF BURGESS RD. TRANSFERRED TO CITY



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-951

County Administrator's Report Item #: 14. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Participation Agreement between BA Merchant Services LLC and Bank of America, N.A. and Escambia County by and on behalf of Community Corrections

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Participation Agreement between BA Merchant Services, LLC, and Bank of America, N.A. and Escambia County by and on behalf of Community Corrections, a Division of Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Participation Agreement between BA Merchant Services and Bank of America, N.A., and Escambia County, to establish the mechanism for electronic payments to Community Corrections for all fees charged by that Division (Funding: Cost Center 290301, Misdemeanor Probation):

A. Rescind the Board's action of May 5, 2011, taking the following action concerning the Participation Agreement between BA Merchant Services, LLC, an Ohio limited liability corporation, and Bank of America, N.A. (hereinafter referred to collectively as "Contractor"), and Escambia County, a political subdivision of the State of Florida, by and on behalf of its Community Corrections, a Division of the Corrections Department (hereinafter referred to as "County"), to enable Community Corrections, a Division of the Corrections Department, to accept Visa, MasterCard, and debit card payments from its customers; a minimal monthly transaction fee, based upon volume of customer usage, is available in Cost Center 290301, Misdemeanor Probation:

(1) Approving the Agreement to establish the mechanism for electronic payments to Community Corrections for all fees charged by that Division; and

(2) Authorizing the Chairman to sign the Agreement;

B. Approve the Participation Agreement between BA Merchant Services and Bank of America, N.A., and Escambia County, Florida, as governed by the Electronic Payments Receipt System Provider Contract entered into between Contractor and the State of Florida, Department of Financial Services, effective January 1, 2007, to enable Community Corrections, a Division of the Corrections Department, to accept Visa, MasterCard, and debit card payments from its customers; a minimal monthly transaction fee, based upon volume of customer usage, is available in Cost Center 290301, Misdemeanor Probation; and

C. Authorize the Chairman to sign the Agreement.

BACKGROUND:

To keep up with standard business practices it is prudent for Community Corrections to offer the convenience of accepting electronic payments from its customers. Current practice only allows for payment by cash or check.

BUDGETARY IMPACT:

The cost to provide this payment option is available in cost center 290301, Misdemeanor Probation.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, approved the agreement as to form and legal sufficiency on June 8, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements must be approved by the Board prior to implementation.

IMPLEMENTATION/COORDINATION:

Melissa Gordon, Director's Aide and Sue H. Mayo, Accounting Technician, coordinated with the County Attorney's Office and Bank of America. Procedures were followed in keeping with requirements of the Clerk's Finance Office.

Attachments

Board's Minutes form 05-05-2011 BCC

BOA Participation Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

- * 18. Taking the following action concerning the Participation Agreement between BA Merchant Services, LLC, an Ohio limited liability corporation, and Bank of America, N.A. (hereinafter referred to collectively as "Contractor"), and Escambia County, a political subdivision of the State of Florida, by and behalf of its Community Corrections, a Division of the Corrections Department (hereinafter referred to as "County"), to enable Community Corrections, a Division of the Corrections Department, to accept Visa, MasterCard, and debit card payments from its customers; a minimal monthly transaction fee, based upon volume of customer usage, is available in Cost Center 290301, Misdemeanor Probation:
- A. Approving the Agreement to establish the mechanism for electronic payments to Community Corrections for all fees charged by that Division; and
 - B. Authorizing the Chairman to sign the Agreement.
19. Approving, and authorizing the Chairman to sign, the Interlocal Agreement with Santa Rosa Island Authority (SRIA), relating to transportation services on Pensacola Beach via Escambia County Area Transit (ECAT) trolleys; from May 26, 2011, through August 23, 2011, with SRIA reimbursing the County for all operating costs.
20. Approving the route modifications to the Escambia County Area Transit (ECAT) Bus Route 62, Service Development Project, providing mass transit service to and from Perdido Key for 2011, adjusting the route's path and timing from 2010, with the intent of increasing ridership via ease of connection with major routes; the proposed modified service will run on summer weekends from 11:00 a.m. to 11:00 p.m., linking up with major ECAT Routes 55, 57, 58, and 59; the Route's path has been adjusted to make it a more direct path along Gulf Beach Highway and Sorrento Road; this express service will allow citizens and tourists to travel from Perdido Key to Downtown Pensacola, where transfers can be made to Cordova Mall, Naval Air Station Pensacola, or Pensacola Beach; if the ridership is not increased to generate 10% fare-box recovery, the Route will be eliminated at the end of the season.

**PARTICIPATION AGREEMENT
BETWEEN
BA MERCHANT SERVICES and BANK OF AMERICA, N.A.
AND
ESCAMBIA COUNTY, FLORIDA**

This Participation Agreement is entered into between BA Merchant Services LLC, an Ohio limited liability corporation and Bank of America, N.A. (together "Contractor") and the Community Corrections Division of the Corrections Department of Escambia County, Florida, an Agency or Unit of Local Government as defined in the Electronic Payments Receipt System Provider Contract effective January 1, 2007 ("Contract") and (hereinafter known as the "Entity").

I. PARTICIPATION TERMS AND CONDITIONS

- A. By signing this Participation Agreement, the Entity and the Contractor agree to be bound by the terms of this Participation Agreement and the Electronic Payments Receipt System Provider Contract between the Contractor and the State of Florida (the "Contract") in the performance of their obligations. The terms of the Contract between the State of Florida (the "State") and the Contractor, including the Card Organizations operating regulations, take precedence over this Participation Agreement.
- B. By signing this Participation Agreement, the Entity agrees to be bound by the terms of the Merchant Card Services Agreement Terms and Conditions dated 1/2003 and as modified from time to time ("Terms and Conditions"). Entity is referred to as "Merchant" in the Terms and Conditions. The standard form Terms and Conditions booklet is modified as provided in Section IV below.
- C. The Entity will retain copies of Sales Slips, Credit Slips and other related documents for no less than three (3) years from the transaction date.

II. FEES TO BE PAID TO THE CONTRACTOR

- A. The Entity agrees to pay the Contractor a discount rate or transaction fee based on the fee schedule in Attachment I of the Contract.
- B. Such fees will be debited monthly from the Entity's Deposit Account or billed to the Entity via an invoice process.

III. EFFECTIVE DATE AND TERMINATION

- A. This Participation Agreement will become effective on the date it is signed by both parties.
- B. This Participation Agreement remains in full force and effect until terminated as provided in this section or until the Contract is terminated.
- C. Either party may terminate this Participation Agreement at any time by giving the other thirty (30) days prior written notice.
- D. In the event of non-payment of an invoice for forty-five (45) days or more, Contractor may cease processing after fifteen (15) days prior written notice to Participant.

- E. Notwithstanding any foregoing subsection, Provider may terminate this Participation Agreement effective immediately, followed by written notice, as required by applicable federal law or card organization operating regulations.

IV. MERCHANT SERVICES TERMS AND CONDITIONS

- A. Section 2.01(B) of the Terms and Conditions is hereby removed and replaced in its entirety with the following:

Merchant will provide BA with updated business and financial information concerning Merchant, including evidence of required licenses and other information and documents BA may reasonably request from time to time. All material marked "confidential" which BA receives from Merchant will be used only by BA or Card Organizations in performing services under this Agreement or related services and reporting. At any reasonable time, BA or any Card Organization may audit Merchant's records relating to this Agreement.

- B. Section 14 of the Terms and Conditions is hereby deleted.
- C. Section 18.01 of the Terms and Conditions is hereby removed and replaced in its entirety with the following:

SECTION 18.01 FLORIDA LAW APPLIES.

Florida law, as applied to agreements made and performed entirely in Florida without reference to conflict of laws provisions, governs this Agreement.

- E. The heading and all the provisions constituting Section 24 "Continuing Guarantee" are hereby deleted in their entirety.

V. NOTICES

- A. Any notice required or permitted to be given under this Participation Agreement by one party to the other shall be in writing and shall be given and deemed to have been given if hand-delivered, delivered by telephonic facsimile transmission equipment and confirmed by telephone with an original mailed or hand-delivered thereafter, or mailed by certified or registered mail with postage prepaid to the party or their successor at the address specified as follows:

The Entity: Escambia County
County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

The Contractor: BA Merchant Services, LLC
1231 Durret Lane
Louisville, Kentucky 40213
Attention: Contract Management
Facsimile Number: (502) 315-2271

- B. All such notices shall be deemed given when received, as evidenced by the signed acknowledgment of receipt of the person to whom such notice or communication shall have been delivered by hand, the document transmission summary generated by the telephonic facsimile transmission equipment,

or the acknowledgment of receipt returned to sender by the United States Post Office, if such receipt is requested.

- C. The absence of the forms of documentary evidence of date of delivery, however, shall not be interpreted as invalidating the form of notice utilized.
- D. Either party may change the address to which notices are to be delivered by giving to the other party not less than ten Business Days prior written notice thereof.

VI. MISCELLANEOUS PROVISIONS

- A. This Participation Agreement, incorporating the terms of the Contract and the Terms and Conditions, contains the entire understanding of the parties and supersedes any and all previous discussions, proposals, or agreements, if any, between the parties with respect to the subject matter hereof.
- B. This Participation Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of the parties.
- C. This Participation Agreement is binding on the parties and their successors and assigns.

Bank of America, N.A.

ESCAMBIA COUNTY

By: _____

By: _____

Printed Name

Kevin W. White, Chairman
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

BA Merchant Services, LLC

By: _____

By: _____

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
 BY: _____
 Deputy Clerk

This document approved as to form and legal sufficiency.

By: *Kristin Deal*
 Title: ALTA
 Date: 2/8/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-959

County Administrator's Report Item #: 14. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/16/2011

Issue: Transfer of Olive Road (SR-290) to Escambia County and the Transfer of a Portion of Airport Boulevard to the Florida Department of Transportation

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Transfer of Olive Road (SR-290) to Escambia County and the Transfer of a Portion of Airport Boulevard to the Florida Department of Transportation (FDOT) - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action concerning Olive Road and Airport Boulevard:

- A. Approve the FDOT/Escambia County Roadway Transfer Agreement, to accept the transfer of Olive Road (SR 290), from North Palafox Street (CR 95A) to Scenic Highway (SR 10A), from the State Highway System to the Escambia County Road System, and the transfer of Airport Boulevard, from U. S. Highway 29 (SR 95) to Davis Highway (SR 291), from the Escambia County Road System to the State Highway System;
- B. Adopt the Resolution approving the Roadway Transfer Agreement between Escambia County and the Florida Department of Transportation (FDOT);
- C. Authorize the payment of incidental expenses associated with the recording of maps and Deeds; and
- D. Authorize the Chairman to execute all documents necessary to complete this transaction.

Meeting in regular session on May 5, 2011, the Board approved the recommendation presented at the April 12, 2011, Committee of the Whole that the Board accept the transfer of jurisdictional control of Olive Road (SR 290) from FDOT to Escambia County.

(THE TRANSFER AGREEMENT AND THE RESOLUTION WILL BE DISTRIBUTED UNDER SEPARATE COVER.)

BACKGROUND:

Meeting in regular session on May 5, 2011, the Board approved the recommendation presented at the April 12, 2011, COW that the Board accept the transfer of jurisdictional control of Olive Road (SR 290) from FDOT to Escambia County.

Escambia County, in partnership with the Florida Department of Transportation (FDOT), has conducted a Corridor Study to determine a cost effective approach to bring resolution to issues of capacity and safety on Olive Road (SR 290) between North Palafox Street (CR 95A) and Scenic Highway (SR 10A). In order to reduce costs and avoid the time issues FDOT was facing regarding the construction and improvements of Olive Road (SR 290), Escambia County has requested to enact the transfer of jurisdictional control of County-maintained section of Airport Boulevard, between Davis Highway (SR 291) and US Highway 29 (SR 95) to the FDOT, and that FDOT, in turn, transfer the jurisdictional control of Olive Road (SR 290) between North Palafox Street (CR 95A) and Scenic Highway (SR 10A) to Escambia County.

BUDGETARY IMPACT:

Funds for recording of the maps or deeds are available in an Engineering Escrow account with Escambia County Clerks Office for recording of instruments.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Roadway Transfer Agreement and Resolution have been approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on June 9, 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.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Airport Boulevard map will be recorded and provided to FDOT. FDOT will record a right-of-way map for the transfer of Olive Road. The Road Department will be notified of the transfer to adjust maintenance schedules. Staff has been in contact with FDOT personnel and will continue to work with FDOT to complete this transfer.

Attachments

BCC Action

Map

Map

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

- I. CONSENT AGENDA – Continued
- 1-4. Approval of Various Consent Agenda Items – Continued
- 4. Continued...
- C. Report of the April 12, 2011, C/W Workshop – Continued

AGENDA NUMBER – Continued

8. Gulf Beach Highway and Olive Road Corridor Presentation

- A. Discussion – The C/W discussed a PowerPoint Presentation, which was provided in hard copy, entitled, *Escambia County – Olive Road Corridor (From Palafox Street to Scenic Highway) Engineer and Planning Project and Management Report*, and
- B. Board Direction – The C/W recommends that the Board accept *(the transfer of jurisdictional control of) Olive Road and (State Road) 292 (from the State of Florida to Escambia County)*.

Recommended 5-0

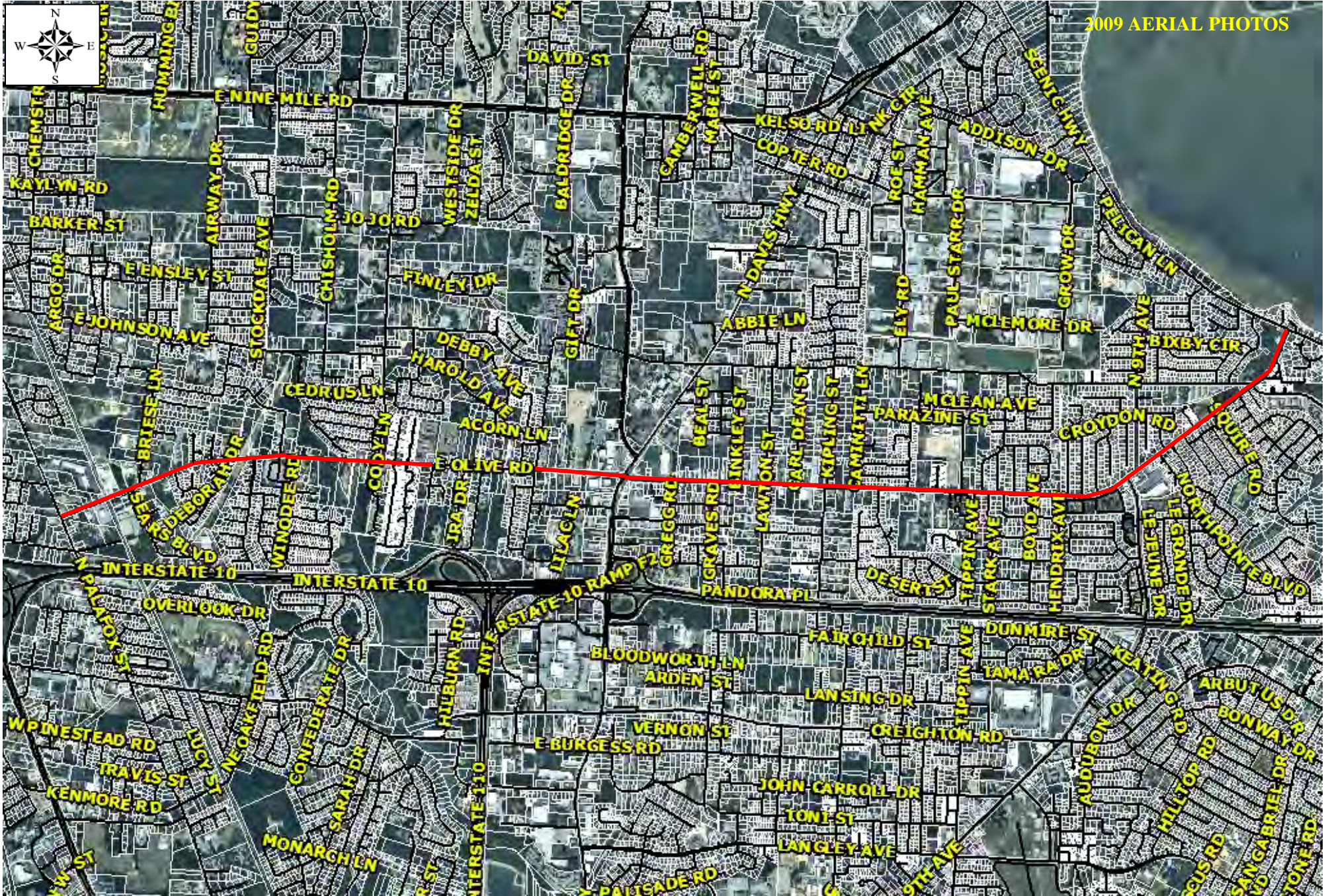
Speaker(s):

Ben Foust
Jim Hagen

(Continued on Page 15)

OLIVE ROAD FROM OLD PALAFOX TO SCENIC HIGHWAY

2009 AERIAL PHOTOS



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 04/15/11 DISTRICT 3 & 4

— OLIVE ROAD TO BE TRANSFERRED TO COUNTY



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-965

County Administrator's Report Item #: 14. 24.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/16/2011

Issue: Memorandums of Understanding, Collective Bargaining Agreements Between The Escambia County BOCC, ATU and PBA

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandums of Understanding for the Collective Bargaining Agreements between the Escambia County Board of County Commissioners, the Amalgamated Transit Union, and the Police Benevolent Association - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the Memorandums of Understanding (MOU) for the Collective Bargaining Agreements between the Escambia County Board of County Commissioners (BCC), the Amalgamated Transit Union (ATU) Local 1395, and the Police Benevolent Association (PBA), Locals 1247 & 1248, effective date July 11, 2011:

- A. Approve all eligible members of the bargaining unit to receive a recurring 3.1% wage increase to their base salary;
- B. Eliminate December 31, 2011, as a paid holiday; and
- C. Approve a 6% increase in the employees' contribution for the cost of medical insurance.

BACKGROUND:

The provisions to the Florida Retirement System (FRS) will be effective July 1, 2011. FRS members must contribute 3% of their gross earnings, on a pre-tax basis, to the system. This will reduce employees' salary by 3% before federal income tax deduction. Increasing all eligible employees' base salary by 3% and eliminating 1 paid holiday from the BCC holiday calendar will help to offset these changes.

The BCC Group Medical Insurance will increase this year by 6%. The increase will range from \$1.60 monthly for single coverage to \$22 monthly for full family coverage.

The changes to the ATU and PBA Collective Bargaining Agreements are made to reflect the changes that are being made for all Escambia County BCC employees.

BUDGETARY IMPACT:

Funding for these changes is scheduled to be approved by the Board.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's outside counsel in labor and employment law matters, Michael Mattimore of Allen, Norton & Blue, has reviewed these Memorandums of Understanding and concurs.

PERSONNEL:

All of the terms of these contracts will be administered by the Human Resources Department.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for contracts. This recommendation is also consistent with Florida Statutes.

IMPLEMENTATION/COORDINATION:

These contract amendments will be implemented upon approval by the Board. These contract amendments were negotiated by the County's negotiation team, which included members from affected departments, Allen, Norton, & Blue, and the Human Resources Department

Attachments

ATU MOU

PBA MOU

MEMORANDUM OF UNDERSTANDING

The Escambia County Board of County Commissioners (hereafter, the "BCC") and the Amalgamated Transit Union Local 1395 (hereafter, the "ATU"), collectively the "Parties," hereby agree to the following Memorandum of Understanding:

WHEREAS, the BCC and ATU are parties to a collective bargaining agreement; and,

WHEREAS, the collective bargaining agreement between the BCC and ATU provides that the Parties may amend the agreement's provisions through mutual agreement; and subject to ratification of both parties,

WHEREAS, the BCC and ATU desire to implement a wage increase to offset for recent changes to Florida Retirement System, and agree it would be in the best interest all parties to administer this wage increase prior to the expiration of the collective bargaining agreement; and,

WHEREAS, the BCC and the ATU agree to administer such a wage increase without waiving other rights to bargain with respect to wages and other terms and conditions of employment that the parties have not yet agreed on; and

NOW, THEREFORE, the parties agree as follows:

1. Effective June 11, 2011, all eligible members of the bargaining unit shall receive a recurring wage increase equal to three and one-tenths percent (3.1%) of their base salary. The 3.1% wage adjustment is the same that will be provided to other county employees. In the event any group of employees receives a wage adjustment in excess of 3.1%, the additional amount like wise be provided to this bargaining unit. To be eligible, the employee must be in a regular full-time status position, and participating in the Florida

Retirement System ("FRS"). However, no employee participating or entering the State of Florida DROP program on or before July 1, 2011 is eligible for the wage increase.

2. In addition, December 31, 2011 will no longer be a paid holiday for fiscal year 2011/12. The number of paid holidays will be twelve (12) for fiscal year 2011/12.

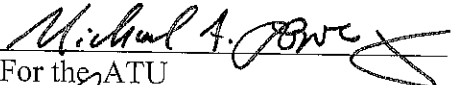

3. The employee's contribution for the cost of medical insurance shall be increased in the amount of six percent (6%) above the current contribution levels.

4. This Memorandum of Understanding represents the Parties' entire agreement and constitutes a complete understanding between the Parties. The Parties acknowledge that no other contract, promise, or inducement has been made and that accordingly this Memorandum of Understanding cannot be amended or modified without express written consent of both parties.

5. The ATU shall not assert any complaint of a unilateral change in terms and conditions of employment related to the above adjustments in wages, holidays, or insurance.

The Parties signify their agreement with this Memorandum of Understanding by affixing their signatures below. This Agreement is subject to the BCC's approval and ratification of the ATU bargaining unit.


For the BCC


For the ATU


Date: June 9, 2011

Date: 6/9/2011

MEMORANDUM OF UNDERSTANDING

The Escambia County Board of County Commissioners (hereafter, the "BCC") and the Police Benevolent Association (hereafter, the "PBA"), collectively the "Parties," hereby agree to the following Memorandum of Understanding:

WHEREAS, the BCC and PBA are parties to a collective bargaining agreement; and,

WHEREAS, the collective bargaining agreement between the BCC and PBA provides that the Parties may amend the agreement's provisions through mutual agreement; and,

WHEREAS, the BCC and PBA desire to implement a wage increase to offset for recent changes to Florida Retirement System, and agree it would be in the best interest all parties to administer this wage increase prior to the expiration of the collective bargaining agreement; and,

WHEREAS, the BCC and the PBA agree to administer such a wage increase without waiving other rights to bargain with respect to wages and other terms and conditions of employment that the parties have not yet agreed on; and

NOW, THEREFORE, the parties agree as follows:

1. Effective June 11, 2011, all eligible members of the bargaining unit shall receive a recurring wage increase equal to three and one-tenths percent (3.1%) of their base salary. To be eligible, the employee must be in a regular full-time status position, and participating in the Florida Retirement System ("FRS"). However, no employee participating or entering the State of Florida DROP program on or before July 1, 2011 is eligible for the wage increase.

2. In addition, December 31 will no longer be a paid holiday. The number of paid holidays will be twelve (12).

3. The employee's contribution for the cost of medical insurance shall be increased in the amount of six percent (6%) above the current contribution levels.

4. This Memorandum of Understanding shall not serve as precedent for the establishment of any other rights, benefits or other changes in terms or conditions of employment for PBA employees and shall not be presented in any arbitration proceeding.

5. This Memorandum of Understanding represents the Parties' entire agreement and constitutes a complete understanding between the Parties. The Parties acknowledge that no other contract, promise, or inducement has been made and that accordingly this Memorandum of Understanding cannot be amended or modified without express written consent of both parties.

6. The PBA shall not assert any complaint of a unilateral change in terms and conditions of employment related to the above adjustments in wages, holidays, or insurance.

The Parties signify their agreement with this Memorandum of Understanding by affixing their signatures below. This Agreement is subject to the BCC's approval.

Michael Battinore
For the BCC

AL M.L. SVP PBA
For the PBA

Date: June 3, 2011

Date: 6-3-11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-929

County Attorney's Report Item #: 14. 1.

BCC Regular Meeting

Action

Meeting Date: 06/16/2011

Issue: Approval of Amended and Extended Operating Agreement with Pensacola Care, Inc

From: Stephen G. West, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Amended and Extended Operating Agreement with Pensacola Care, Inc.

That the Board take the following action concerning the Amended and Extended Operating Agreement with Pensacola Care, Inc.:

- A. Approve the Amended and Extended Operating Agreement with Pensacola Care, Inc. to allow it to continue for an additional year to occupy and operate an intermediate care facility for mentally retarded persons on property owned by Escambia County located at 1 Villa Drive; and
- B. Adopt a resolution authorizing the Chairman to execute the Amended and Extended Operating Agreement.

BACKGROUND:

Escambia County owns property on 1 Villa Drive that has been occupied and operated by Pensacola Care, Inc. as a 63-bed intermediate care facility for mentally retarded persons pursuant to an Operating Agreement executed by the parties in January 1989. The County's ownership of the property was a requirement of the bonds used to finance the facility. Under the terms of the Operating Agreement, Pensacola Care, Inc. will lose its right to occupy and operate the facility upon payment of outstanding bonds, and the bonds are expected to be paid in full on July 1, 2011.

The Amended and Extended Operating Agreement will allow Pensacola Care, Inc. to occupy and operate its facility for an additional year, during which time it will negotiate with the County to acquire the property. Pursuant to the Amended and Extended Operating Agreement, Pensacola Care, Inc. will pay the County a monthly rental of \$16,807.00, but will be entitled to a credit for the majority of the rent paid toward the purchase price.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen G. West in the County Attorney's Office has reviewed and approved the Amended and Extended Operating Agreement as to form and legal sufficiency.

PERSONNEL:

All work in this request is being performed in-house. No additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Pusuant to Section 125.38, Florida Statutes, the Board has broad discretion to sell, convey, or lease its property to non-profit organizations that maybe organized for the purposes of promoting the community interest and welfare. Section 125.38 requires the Board to adopt a resolution approving the lease and reciting the application being made, the purpose for which the property is to be used, and the rent and term of the lease.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Attorney's Office will coordinate execution of the Amended and Extended Operating Agreement with the attorney for Pensacola Care, Inc.

Attachments

Amended and Extended Operating Agreement
Resolution

AMENDED AND EXTENDED OPERATING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that ESCAMBIA COUNTY, FLORIDA, a political subdivision organized and existing under the Constitution and laws of the State of Florida (the "County") and PENSACOLA CARE, INC., a Florida not-for-profit corporation (the "Company"), the parties to the Operating Agreement dated as of January 1, 1989 and recorded in the public records of Escambia County, Florida in Official Records Book 2657 at Pages 230-282 (the "Agreement"), in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, do hereby covenant and agree:

ARTICLE I

GENERAL

Section 1.1 Extension of Agreement. The Agreement is hereby extended for one year commencing July 2, 2011 and ending June 30, 2012.

Section 1.2 Extension Applicable to PDC Only. This extension shall only relate and apply to PENSACOLA DEVELOPMENTAL CENTER (PDC) located at One Villa Drive, Pensacola, Florida, more particularly described on page 267 of the recorded Operating Agreement and which is herein called the "Facility."

Section 1.3 Relevance of 1989 Bonds. The County, as issuer, issued its ICF/MR Revenue Bonds (Pensacola Care, Inc. Developmental Centers) Series 1989, referenced and described in the Agreement. The Bonds will be paid in full on or about July 1, 2011 and the obligations of the parties with respect to such Bonds will be terminated upon such payment. Unless otherwise specifically provided herein, all obligations from the Company to the Issuer

contained in the Agreement shall continue in full force and effect from the Company to County, provided, however, all recitals, definitions and obligations to the Trustee or obligations created under the Trust Indenture (Indenture) and which were created for the purpose of protecting the Trustee, the Bonds or the Bond Holders, shall have no further force and effect and shall no longer obligate the parties hereto.

Section 1.4 Effective Date. This Agreement shall be effective commencing on July 2, 2011 or on the date on which the Bonds are paid in full, whichever last occurs.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company. The representations and warranties of the Company contained in Section 2.1 of the Agreement shall remain in full force and effect except as follows:

- (b) This warranty shall be effective during the term of this Agreement.
- (c) This subparagraph is deleted.
- (d) References to the Indenture are deleted.
- (e) The Company further represents and warrants to the County that the

Company constructed the Facility, has had the possession and enjoyment of the Facility during all of its existence and has detailed knowledge, superior to that of the County, regarding the condition of the improvements located upon the Facility, their usefulness and safety for the Company's uses and purposes, including their compliance with applicable land use and environmental laws, rules and regulations and their compliance with the laws, rules and regulations relating to ICFDDs.

Section 2.2 Representations and Warranties of County. The representations and warranties of the County contained in this section continue in full force and effect except that subsections 2.2(b) and 2.2(c) are deleted.

ARTICLE III

USE OF BOND PROCEEDS; COMPANY PAYMENTS AS SECURITY

The provisions of this article are no longer in force and effect and are deleted.

ARTICLE IV

SUBLEASE AGREEMENT PROVISIONS; ISSUANCE OF THE BONDS

Section 4.1 Term. The provisions of this section are deleted. The County hereby rents, leases and lets and the Company rents and takes Pensacola Developmental Center for the term stated in Article I, Section 1.1 hereof.

Section 4.2 Payments Under the Lease. Company shall pay County monthly rental hereunder of Sixteen Thousand Eight Hundred Seven Dollars (\$16,807.00) payable on July 2, 2011 and on the first day of each month thereafter through the month of June 2012, payable to the office and in the manner directed by County. Company's obligations under this section 4.2 shall terminate if County and Company enter into a subsequent agreement relating to the Company's use of Pensacola Developmental Center.

Sections 4.3, 4.4 and 4.5 These sections are deleted.

ARTICLE V

PAYMENT PROVISIONS

Sections 5.1, 5.2, 5.3, 5.4 and 5.5 These sections are deleted.

Section 5.6 Covenants as to Corporate Existence, Maintenance of the Facility, Insurance, etc. The covenants of the Company under this section continue in full force and effect except as follows:

(c) This subsection is deleted.

(i) (A) The Company shall purchase and maintain the following insurance coverage with insurers having a secure rating from the most recent edition of A.M. Best Financial Strength Rating Guide. Except for Workers' Compensation and Professional Liability, the County shall be endorsed as an additional insured. Required insurance shall be documented in certificates of insurance that reflect Escambia County as certificate holder. Certificates of Insurance must expressly evidence that the Company's policies have been endorsed to give the County advance notice of cancellation, nonrenewal or adverse change. All liability coverage shall be through carriers licensed to do business in the State of Florida.

(B) The Company shall maintain insurance against loss and/or damage to the facilities covering such risks as are ordinarily and reasonably insured against by similar facilities, including, without limiting the generality of the foregoing, flood and earth quake. Such insurance, together with the blanket earnings and extra expense insurance below mentioned, shall be in an amount equal to the full replacement costs of the improvements upon the property.

(C) The Company shall maintain blanket earnings and extra expense insurance, covering loss of revenues by reason of the total or partial suspension of, or interruption in, the operation of the facilities caused by the damage to or destruction of any part of the facilities, with the exceptions as are customarily imposed by insurers covering a period of suspension or interruption, and in an amount that is equal to twelve (12) times the monthly rental

set forth in Section 4.2 above, together with an amount, determined by the manager, required to pay salaries of key personnel of this Facility during any twelve (12) months of such suspension, interruption or destruction of the Facility or its operation.

(D) The Company shall maintain a Commercial General Liability insurance policy with minimum limits of coverage in the amount of \$1,000,000 per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering this Agreement, independent contractors, premises/operations, products and completed operations, and fire legal liability.

(E) The Company shall maintain an Automobile Liability insurance policy with \$1,000,000 minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of any vehicles including owned, now owned, and hired vehicles and employee non ownership use used by The Company.

(F) The Company shall maintain a Workers' Compensation and Employer's Liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(G) The Company shall maintain Professional Liability insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

The Insurance review required under this Article is hereby waived.

Sections 5.7, 5.8 and 5.9. These sections are deleted.

ARTICLE VI

ADDITIONAL COVENANTS OF THE COMPANY; INDEMNIFICATION

The obligations of the Company under this Article shall remain in full force and effect except that all references to the “Reversionary Interest Holders” and the “Trustee” are deleted.

ARTICLE VII

EVENTS OF DEFAULT; TERMINATION

Sections 7.1 and 7.2 of this Article VII are amended to read as follows:

Section 7.1 Events of Default. The following shall be “Events of Default” under this Agreement whatever the reason for such default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

- (a) the Company shall fail to pay the rent due hereunder within fifteen (15) days after notice of nonpayment is given by the County and received by the Company; or
- (b) the Company shall fail to duly observe or perform any other covenant or agreement on its part contained in this Agreement for a period of thirty (30) days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Company by the County, or in case of such default which can be cured by the Company but cannot reasonably be cured within such thirty (30)-day period, it shall not constitute an event of default if corrective action is instituted by the Company within such thirty (30)-day period and is diligently pursued until the default is cured; or
- (c) any representation or warranty made by the Company herein or made by the Company in any statement or certificate furnished by the Company either required

hereby or in connection with the execution and delivery of this Agreement, shall prove to have been untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected within thirty (30) days after notice thereof to the Company by the County;

Section 7.2 Remedies on Default. Upon Company's default, County may terminate this lease unless the default is cured. In the event of a payment default, the Company, in addition to paying all delinquent amounts, shall also pay to the County one month's rental payment as a condition to reinstatement, which payment shall be thereafter held by the County as a security deposit and which shall be applied to the rentals last due hereunder and may be applied to cure any default. If the Company's rights hereunder are terminated by the County for default, the Company shall continue to use and occupy the Facility and to pay the rental due hereunder, for so long, not to exceed the expiration date of this lease, as the Florida Agency for Health Care Administration may require in order to relocate the residents of the Facility. In addition to termination of the lease, the County may exercise any remedy available to it at law, or in equity, for the collection of unpaid rental and may perform or fulfill any covenant, agreement or duty which the Company has failed to perform and the costs reasonably incurred by County in so doing shall be paid by the Company within thirty (30) days after demand for payment by the County, failing which the County may bring suit for the collection thereof.

Section 7.3 Landlord's Lien. The County shall have a landlord's lien upon and a security interest under Chapter 679, Florida Statutes, upon all of the personal property of Company usually kept upon the leased premises as security for the performance of all of the obligations of the Company hereunder, which lien shall be enforceable by distress, foreclosure in equity or in any other manner provided by law for the enforcement of liens upon personal property, including the foreclosure of a security interest thereon.

Former Sections 7.3, 7.4 and 7.5 of this Article VII shall remain in full force and effect but shall be renumbered to be Sections 7.4, 7.5 and 7.6, respectively.

ARTICLE VIII

RIGHTS IN FAVOR OF COMPANY

Sections 8.1 and 8.2 of this Article VIII are amended to read as follows:

Section 8.1 Rights of Company to Terminate Agreement. The Company shall have, and is hereby granted, the right to terminate this Agreement at any time during the term in either of the following events: (1) the Company's licenses to operate the Facility are terminated by Florida's Agency for Health Care Administration; (2) the Agency for Health Care Administration or any other state or federal agency having jurisdiction of Intermediate Care Facilities for the Developmentally Disabled imposes any licensing or other requirements upon the operators of such facilities, which licensing or other requirements the Company is unable to satisfy or perform; or (3) sufficient funds for the operation of the Facility and the care of its residents by the Company are not provided to it through the Florida and federal funding and budgeting process. Such termination shall be effected by written notice from the Company to the County and the effective date of such termination shall be the date on which the Company's residents are relocated, completely, by the Agency for Health Care Administration.

Section 8.2 Rights on Damage, Destruction or Condemnation.

If, during the term of this Agreement, the Facility or any portion thereof is destroyed, or is damaged by fire or other casualty or if the title of the County or the Company in the facility or any portion thereof shall be taken under the power of eminent domain by any governmental authority, the Company and the County shall cause the net proceeds of any insurance policies or condemnation awards to be collected and deposited so that they are available to the Company for

the repair, restoration, or replacement of the Facility, as required pursuant to the following options on the part of the Company:

(a) If such casualty damage or such taking does not prevent the Company from continuing to operate the Facility and care for its residents therein, the damage or taking shall be promptly repaired, restored or replaced. The Company shall control the repair, restoration or replacement and shall effect same, utilizing the proceeds of such insurance or condemnation award, except that the County may disapprove the same if the plans therefor, which shall be submitted to the County, do not comply with applicable codes or land use regulations. The rental due hereunder shall abate during the repair and restoration process if the number of Company's residents is reduced by reason of such damage or taking with such rental abatement being in proportion to the Company's loss of residents. If the proceeds of insurance or the condemnation award are inadequate to pay for the cost of such repair or restoration, the Company shall provide such deficiency from its own funds and proceed with such repair or restoration, or it may terminate this lease and its obligations hereunder by its written election to terminate served upon the County.

(b) If the damage or the taking prevent the Company's continued operation of the Facility so that it is unable to care for its residents therein, it may terminate its obligations hereunder by written notice of termination served upon the County, or the Company may utilize all of the proceeds from the insurance or the condemnation award, as applicable, together with its own funds to repair, restore or replace the damage, in which event, rent shall abate during the period in which the Company is unable to operate the Facility and the term of this Agreement shall be extended by the number of days during which the Company is unable because of such casualty or taking, to use and occupy the Facility. The Company shall be

deemed to be unable to operate the Facility, whether such inability results from the physical damage, destruction or taking, or whether it results from the disapproval by applicable regulatory authorities, to permit the Company to operate the Facility.

(c) The County shall have no obligation to refund the funds utilized by the Company in the repair, restoration or replacement of such damage or taking, to Company, but if Company hereafter enters into an arrangement to purchase the facility from the County, the County agrees that it shall credit upon the Company's purchase obligation, all funds expended by the Company, from its own funds, for such repair, restoration or replacement.

ARTICLE IX

MISCELLANEOUS

Sections 9.9, 9.11 and 9.12 are deleted in their entirety. Sections 9.10, 9.14 and 9.15 shall remain in full force and effect, in their entirety. Sections 9.1, 9.2, 9.3, 9.4, 9.5, 9.8 and 9.13 shall remain in full force and effect except that all references to the "Trustee," the "Bonds" and the "Indenture" are deleted, together with all of the language which relates thereto. Sections 9.6 and 9.7 are amended to read as follows:

Section 9.6 Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Agreement shall be in writing and shall be deemed to have been properly given and received if sent by United States First Class Certified Mail, Return-Receipt Requested, or if hand delivered with evidence of delivery, or if sent by any electronic means with evidence of receipt thereof. The effective date of the notice shall be the date of receipt reflected by such evidence of receipt or delivery. Either party, by written notice given in such manner, may change the address to which the other party is to direct notices. Until such change, the addresses for notice shall be:

If to the County:

Charles R. "Randy" Oliver
Escambia County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

With copy to:

Alison Rogers, Esq.
Escambia County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

If to the Company:

Pensacola Care, Inc.
2115 W. Nine Mile Rd., Suite 5
Pensacola, FL 32534

With copy to:

Shell Fleming Davis & Menge
226 Palafox Place, 9th Floor (32502)
Post Office Box 1831
Pensacola, FL 32591-1831

Section 9.7 Successors and Assigns; Subleasing. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Company nor may the Facility be subleased, in whole or in part, by the Company, without the consent of the County.

Section 9.16 Acquisition Expectation. The Company hopes to acquire the Facility, preferably through a lease/option payable over a twenty-five (25)-year term. The County desires to sell the facility to the Company in order to assure the continued use of the Facility as an Intermediate Care Facility for the Developmentally Disabled. The County has secured an appraisal of the Facility by Brantley & Associates and the parties hereby agree to promptly commence negotiations with respect to the Company's purchase of the Facility, and to diligently pursue such negotiations to their conclusion. If such negotiations result in the sale of the Facility to the Company, this Amended and Extended Operating Agreement will terminate upon the closing or consummation of such transaction. Upon the sale of the Facility to the Company, County shall credit upon the purchase price a sum equal to the rental paid hereunder less a sum calculated by multiplying the purchase price by five percent (5%) and by a fraction, the

numerator of which is the number of months of rental paid by Company to County hereunder, and the denominator of which is twelve (12).

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Extended Operating Agreement effective _____, 2011.

ESCAMBIA COUNTY, FLORIDA
By Its Board of County Commissioners

PENSACOLA CARE, INC.

By _____
Its Chairman (or Vice-Chairman)

By _____
Its President

ATTEST: CLERK OF CIRCUIT COURT

Clerk (or Deputy Clerk) of the Circuit Court

APPROVED by Escambia County Attorney

By *SG Walsh, Asst. County Attorney*
Approved as to Form and Legal Sufficiency

RESOLUTION NUMBER R2011- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE CHAIRMAN TO SIGN AN AMENDED AND EXTENDED OPERATING AGREEMENT WITH PENSACOLA CARE, INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County owns certain property at 1 Villa Drive in Pensacola, Florida, more particularly described in the warranty deed recorded in the Official Record Book 2657 at page 214 of Escambia County, Florida (Property); and

WHEREAS, Pensacola Care, Inc. (Pensacola Care) is a Florida non-profit corporation that has occupied and operated the Property as an intermediate care facility for up to 63 mentally retarded persons pursuant to the terms of an Operating Agreement dated January 1, 1989 and recorded in Official Record Book 2657 at page 230 of the public records of Escambia County, Florida; and

WHEREAS, pursuant to the terms of the Operating Agreement, Pensacola Care's right to occupy and operate the Property as an intermediate care facility for mentally retarded persons will expire on July 1, 2011; and

WHEREAS, the parties wish to enter into an Amended and Extended Operating Agreement to allow Pensacola Care to continue for an additional year to occupy and operate the Property as an intermediate care facility for mentally retarded persons; and

WHEREAS, a lease of the Property under the Amended and Extended Operating Agreement between the County to Pensacola Care is authorized by Section 125.38, Florida Statutes;

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

Section 1. The above-recitals are true and correct and incorporated herein by reference.

Section 2. The Board of County Commissioners hereby approves and authorizes the chairman to execute the Amended and Extended Operating Agreement attached to this resolution.

Section 3. This Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of _____ 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

This document approved as **to form**
and legal sufficiency.

By: *[Signature]*
Title: Asst. County Attorney
Date: June 6, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-938 County Attorney's Report Item #: 14. 2.
BCC Regular Meeting Action

Meeting Date: 06/16/2011

Issue: Resolution Urging Tobacco Retailers to Stop the Sale and Marketing of Flavored Cigarettes

From: Kristin D. Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Urging Tobacco Retailers to Stop the Sale and Marketing of Flavored Cigarettes in Escambia County

That the Board adopt a Resolution urging tobacco retailers to stop the sale and marketing of flavored cigarettes in Escambia County.

BACKGROUND:

At the May 19, 2011 Board of County Commissioners public forum, the Escambia County Students Working Against Tobacco gave a presentation on candy-flavored tobacco marketing and sales aimed at youth. At that meeting, Commissioner Kevin W. White directed the County Attorney's Office to prepare a Resolution urging tobacco retailers to stop the sale and marketing of flavored cigarettes in Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This Resolution has been prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Clerk will forward a copy of this Resolution to the Office of Attorney General.

Attachments

Resolution

Student Presentation

RESOLUTION NUMBER R2011- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, URGING TOBACCO RETAILERS TO STOP THE SALE AND MARKETING OF FLAVORED CIGARETTES IN ESCAMBIA COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, tobacco use is the number one cause of preventable death in the United States, and almost 90% of tobacco users started before they were 18 years of age; and

WHEREAS, each day, more than 4,000 young people try smoking for the first time and another 2,000 youths become daily smokers; and

WHEREAS, there are 3,752 student tobacco users in Escambia County, with 871 of those being middle school students; and

WHEREAS, the Surgeon General has concluded that tobacco advertising greatly contributes to youth smoking rates; and

WHEREAS, an estimated one third of adolescent experimentation with smoking can be directly attributed to tobacco advertising and promotional activities; and

WHEREAS, internal tobacco industry documents strongly suggest that manufacturers intentionally target youth through use of candy-like flavors in tobacco products; and

WHEREAS, research from the Harvard School of Public Health (published November 2005) found that cigarette makers are targeting young smokers with new candy and liqueur-flavored brands that mask the harsh and toxic properties found in tobacco smoke; and

WHEREAS, tobacco companies use youth-oriented, colorful, and stylish packaging, and exploit adolescents' attraction to candy flavors with names such as "Mandarin Mint", "Winter Warm Toffee", and "Twista Chill"; and

WHEREAS, national studies have found that the vast majority of people who are using these flavored tobacco products are youths and young adults; and

WHEREAS, research by the Students Working Against Tobacco, the Tobacco Prevention and Control Program of the Escambia County Health Department, and the Healthy Environments are Tobacco-Free partnership,

shows that a majority of the local tobacco retailers surveyed in Escambia County sell flavored tobacco products of various kinds; and

WHEREAS, the Florida Youth Tobacco Survey shows that at least 84% of tobacco obtained by youth in Escambia County is obtained through social sources, not direct underage purchases by the minors themselves, making existing age restrictions inadequate protection to keep these flavored products out of the hands of youth; and

WHEREAS, some of these tobacco products, specifically flavored cigars and blunt wraps, are also used as drug paraphernalia for the smoking of marijuana; and

WHEREAS, eliminating the sale and marketing of such tobacco products will promote a safer environment in which the youth of Escambia County may grow and prosper, free from the influence of tobacco industry marketing and from addiction to tobacco.

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

Section 1. That the Board of County Commissioners of Escambia County, Florida finds the above recitals to be true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners of Escambia County, Florida, hereby urges all local retailers who sell tobacco products to cease the sale and marketing of all *flavored tobacco products*, which are defined as loose tobacco including snuff flour, plug and twist tobacco, fine cuts, chewing tobacco, snus, smoking and snuffing tobacco products, and all other kinds and forms of tobacco, including but not limited to cigarettes, cigars, smokeless tobacco products and blunt wraps, prepared in such a manner with the purpose for chewing, inhaling, smoking or ingesting in any manner which have been flavored through the addition of natural or artificial flavorings, herbs, spices, or other means with flavors characterizing fruit, candy, alcohol, or other similar flavorings with the exception that menthol will not be included in this definition.

Section 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Section 4. That the Clerk shall forward a copy of this Resolution to the Office of Attorney General.

ADOPTED this ____ day of _____ 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

By: Kristin Huef
Title: ACA
Date: 5/27/11



CANDY-FLAVORED TOBACCO

CANDY FLAVORED

TOBACCO

ESCAMBIA COUNTY



STUDENTS WORKING AGAINST TOBACCO

Public Health

Prevent. Promote. Protect.
Escambia County Health Department
Since 1821
www.EscambiaHealth.com

HEAT

Healthy Environments Are **TOBACCO-FREE**
Tobacco Prevention and Control Program
Escambia County Health Department
850.595.6072/850.595.6506

Escambia County

CANDY-FLAVORED TOBACCO



What is the problem with candy-flavored tobacco?

- Candy-flavored tobacco targets new users, the majority of which are kids.
- Studies show that 17-year-old smokers are three times as likely to use flavored cigarettes as smokers over the age of 25.
- Almost 90 percent of adult smokers began smoking as teenagers.



How to Use: Place one in your mouth. Don't chew or swallow. Move it around if you want. Let it fully dissolve in your mouth. Enjoy Anywhere. Anytime. Anyplace.

Sticks will last 20-30 minutes.*



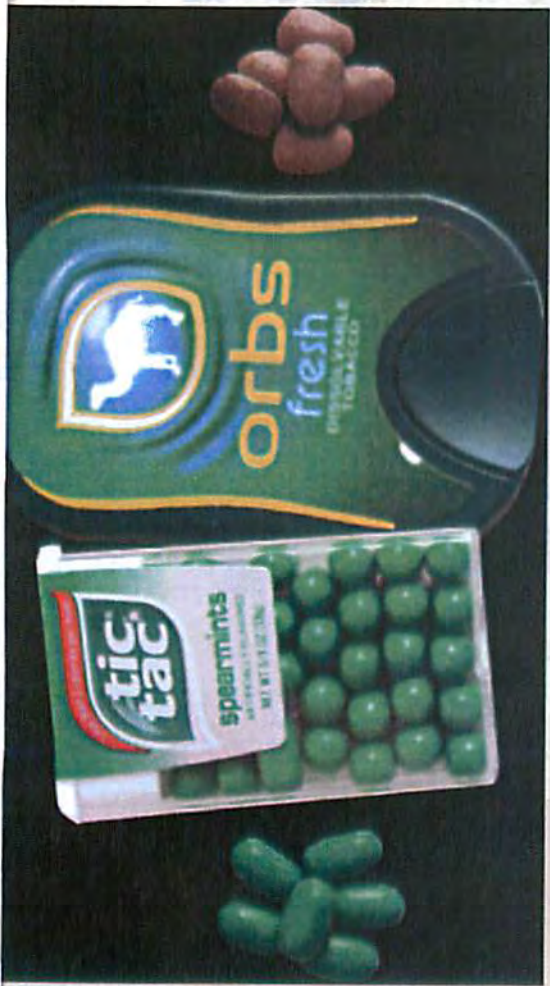
How to Open Sticks*
Child-Resistant Packaging



What is not banned by the FDA?

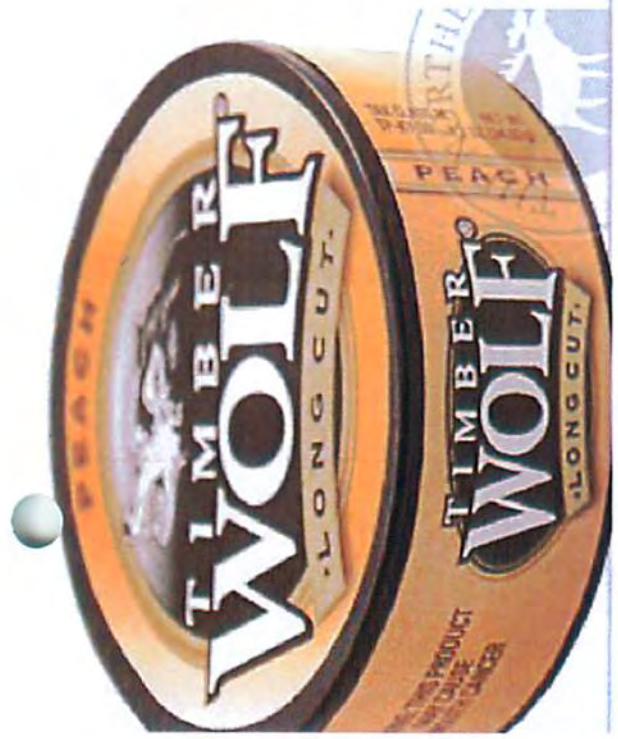
- Candy-flavored spit tobacco.
- Candy-flavored cigars and cigarillos.
- Snus (rhymes with "noose"): small packets of tobacco resembling tea bags that are kept in the mouth. The excess juice can be swallowed instead of spat.
- New dissolvable products: pellets (Camel Orbs), a twisted stick the size of a toothpick (Camel Sticks), and a film strip for the tongue (Camel Strips), all of which are made from finely ground flavored tobacco.

CANDY LOOK-ALIKES





Escambia County



SPLIT TOBACCO





HOOKAH TOBACCO



IT'S A LOCAL ISSUE

Escambia County: 2010 At a Glance
 Data from the 2010 Florida Youth Tobacco Survey (FYTS)

Indicator	Middle School			High School			
	Escambia County %	95 % CI	State %	Escambia County %	95 % CI	State %	95 % CI
Smoked cigarettes on one or more of the past 30 days	4.7	(3.0 - 6.4)	4.9	14.8	(12.1 - 17.5)	13.1	(12.3 - 13.9)
Smoked cigars on one or more of the past 30 days	5.0	(3.4 - 6.7)	5.1	14.1	(11.5 - 16.8)	14.5	(13.7 - 15.3)
Used smokeless tobacco one or more of the past 30 days	3.1	(1.9 - 4.2)	3.0	8.4	(6.5 - 10.2)	6.4	(5.9 - 6.9)
Used any form of tobacco on one or more of the past 30 days	9.7	(7.6 - 11.9)	8.7	24.6	(21.4 - 27.8)	22.2	(21.1 - 23.3)

YOUTH TOBACCO USE

CURRENT MIDDLE SCHOOL TOBACCO USERS:

8,976 X 9.7% = 871

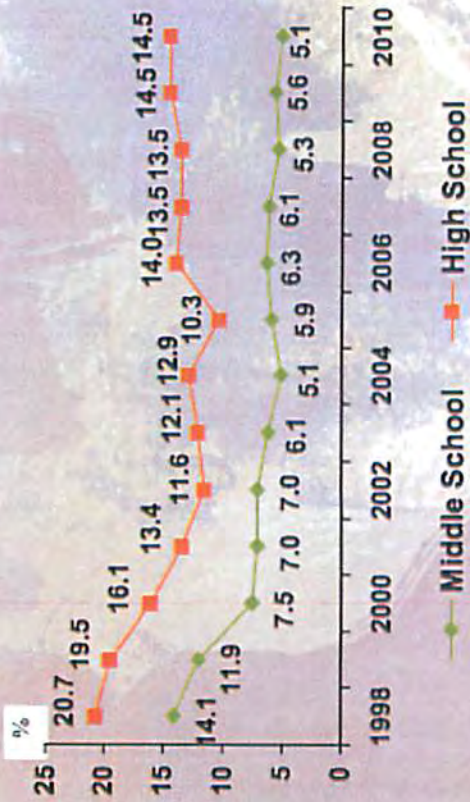
CURRENT HIGH SCHOOL TOBACCO USERS:

11,713 X 24.6% = 2,881

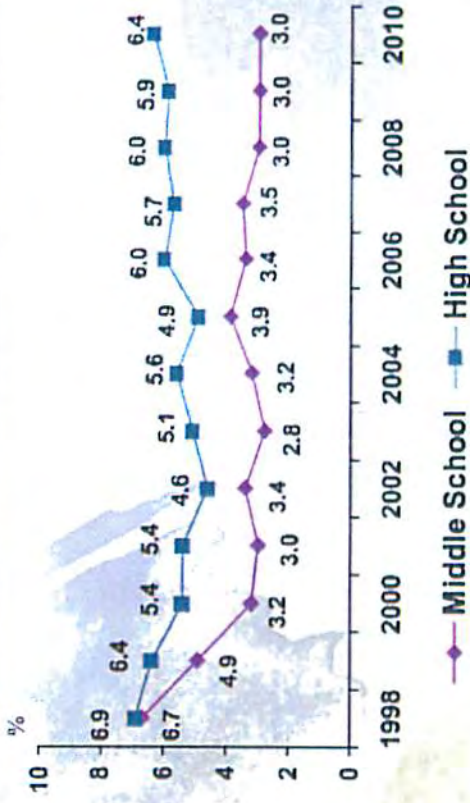
3,752 STUDENT TOBACCO USERS
IN ESCAMBIA COUNTY

STATEWIDE RATES

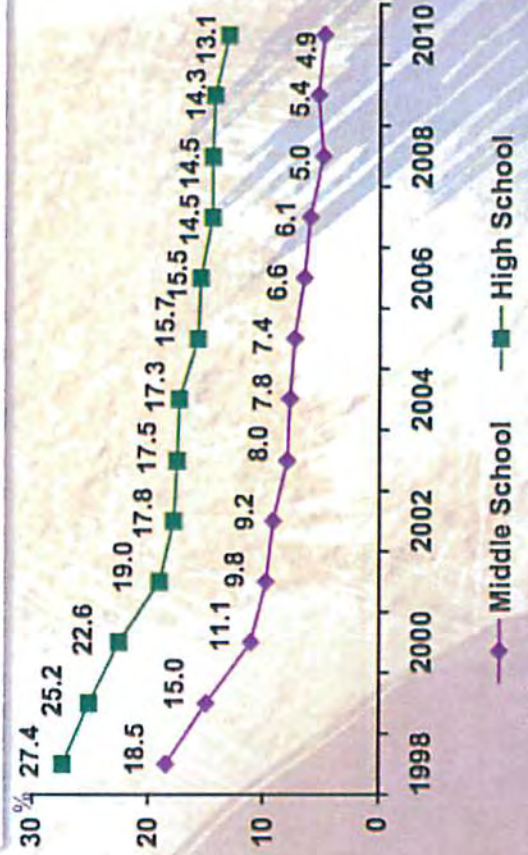
SMOKELESS TOBACCO



CIGARS



CIGARETTES



SOURCE: FYTS 2010



Flavored Tobacco Fact Sheet

- Under the Family Smoking Prevention and Tobacco Control Act, the sale of cigarettes containing any characterizing flavors other than menthol is illegal.
 - Flavored cigarettes are the only tobacco product affected by the Family Smoking Prevention and Tobacco Control Act. Products not currently covered under the FDA restrictions include smokeless tobacco, snus and cigars. (*U.S. Food and Drug Administration*)
- Flavored tobacco products are as addictive and carry the same health risks as regular tobacco products like lung diseases, cancers, and strokes (*U.S. Food and Drug Administration*)
- Studies of youth expectations around flavored tobacco products like "bidis" and hookahs have found that young smokers report choosing flavored products over cigarettes because they "taste better" and are perceived to be "safer." (*U.S. Food and Drug Administration*)
- One study of youth smokers between the ages of 13 and 18 showed that 52% of smokers who had heard of flavored cigarettes reported interest in trying them, and nearly 60% thought that flavored cigarettes would taste better than regular cigarettes. (*U.S. Food and Drug Administration*)
- In March 2008, a poll found that one in five youth between the ages of 12 and 17 had seen flavored tobacco products or ads, while only one in 10 adults reported having seen them. (*U.S. Food and Drug Administration*)
- In 2009, 3.4% of middle school student and 6.0% of high school students had smoked flavored cigarettes on one or more occasions during the past 30 days.
- Among all high school seniors who have ever used smokeless tobacco, almost 75% began by the 9th grade. (*Florida Youth Tobacco Survey*)
- People who use smokeless tobacco are 50 times more likely to get cancer of the cheek and gums.
- Overall, 3.5% of Florida middle school students and 5.9 % of high school students used smokeless tobacco at least once during the past 30 days. (*Florida Youth Tobacco Survey*)
- In 2009, 1.9% of middle school and 7.7% of high school students had smoked tobacco out of a hookah on one or more occasions during the past 30 days. (*Florida Youth Tobacco Survey*)
- Smoking a hookah pipe for 60 to 80 minutes is the equivalent of smoking 100 cigarettes. (*World Health Organization*)

Candy-Flavored Tobacco

Presented by Escambia County Students Working Against Tobacco

Please allow me to introduce myself. I am tobacco. You may know me. I am very popular. If you search for me, you will find me. Our relationship initiates with friendship. We seem as perfect as a young/adolescent relationship. I can always find ways to soothe your emotions and ease your mind from hard times. As time reveals itself, I exacerbate...I worsen. I will become your worst enemy, but many deny the truth. You are already addicted before you realize I am no good and now you cannot help but to succumb to my temptation. Some are capable of climbing out of the hole I put them in, but for the rest, they have no capabilities of escaping my captivity. I am utilized more than soap and water. I bring cancerous disease that many cannot withstand. I make the strong suffer from my anguish and bring millions of people world-wide to their last breath annually. I contain over 4,000 deadly chemicals such as rat poison, ammonia and rocket fuel. I kill 88 people in the State of Florida each day. I kill more people in the U.S. than automobile accidents, HIV/AIDS, suicides, and drug overdoses combined.

Ladies and gentlemen, we are in a world that tempts us to give into earthly desires allowing a corporation to take our money. Ninety percent of youth begin using tobacco before the age of 19. Does this sound intriguing? I quote: *"Today's teenager is tomorrow's potential regular customer, and the overwhelming majority of smokers first begin to smoke while still in their teens...The smoking patterns of teenagers are particularly important to Philip Morris."* This quote along with many others displays how tobacco companies feel about encouraging the use of this deadly product.

So what is the problem? The newest problem comes in many flavors such as grape, cherry, watermelon, cotton candy, icy mint, and peach, just to name a few. These flavors are added to mask the harsh taste found in cigars, cigarillos, Snus, spit tobacco, and dissolvable products such as orbs, strips and sticks. Candy-flavored tobacco targets new users, the majority of which are kids. Studies show that 17 year old smokers are three times as likely to use flavored tobacco versus smokers over the age of 25. Tobacco companies are targeting the youth by having their products look like candy. The orbs that

I mentioned, look like “tic tacs”. Snus looks like small tea bags and the strips look like Listerine strips....except they are all tobacco.

It’s become a local issue! According to the data from the 2010 Florida Youth Tobacco Survey, 9.7% of Escambia County middle school youth reported using one or more tobacco products in the past 30 days. This is above average compared to the state rate of 8.7%. Even more shocking, 24.6% of Escambia County high school youth have admitted that they have used tobacco in the past 30 days which is above average in comparison to the state rate of 22.2%. Overall, out of a small random sample of Escambia County youth, we found that there are 871 middle school tobacco users and 2,881 high school users! That is a total of 3,752 youth tobacco users in Escambia County! And remember, this is only from a small sample of the youth population in our county!

These candy-flavored products are aimed at our youth. The tobacco industry advertises and focuses on the youth! At an early age, we are conditioned to society’s way of using candy. In psychology, it is called the token economy because our peers, teachers, parents, and coaches award us for our good behavior and deeds. But this tobacco CANDY is like saying that it’s “OK” for our youth, including myself, and my peers to use it. There is nothing safe about these products. They use flavors and coloring to entice us, and they hook us into a trap of addiction. These candy-flavored products are like any other tobacco products....they addict, manipulate, destroy and kill young people like me. With this being said, today we are asking that you take a stand and help save the lives of thousands of youth by adopting a Candy-Flavored Tobacco resolution urging retailers not to sell candy-flavored tobacco products in Escambia County.

**RESOLUTION NO. 01 ### 2011 — URGING TOBACCO RETAILERS
TO STOP THE SALE AND MARKETING OF FLAVORED CIGARETTES
IN ESCAMBIA COUNTY**

WHEREAS, tobacco use is the number one cause of preventable death in the United States, and almost 90 % of tobacco users are smokers that started before they were 18 years old; and

WHEREAS, each day, more than 4,000 young people try smoking for the first time, and another 2,000 youth become regular daily smokers; and

WHEREAS, there are 3,752 student tobacco users in Escambia County, with 871 of those being middle school students and 2,881 of those being high school students; and

WHEREAS, the Surgeon General has concluded that tobacco advertising greatly contributes to youth smoking rates; and

WHEREAS, an estimated one third of adolescent experimentation with smoking can be directly attributed to tobacco advertising and promotional activities; and

WHEREAS, the Master Settlement Agreement (MSA) reached in 1998 between state Attorneys General and major tobacco companies forbids cigarette manufacturers from directly or indirectly targeting youth in advertising, marketing, and promotion of tobacco products aimed at initiating, maintaining, or increasing youth smoking; and

WHEREAS, internal tobacco industry documents strongly suggest that manufacturers intentionally target youth through use of candy-like flavors in tobacco products; and

WHEREAS, research from the Harvard School of Public Health (published November 2005) found that cigarette makers are targeting young smokers with new candy- and liqueur-flavored brands that mask the harsh and toxic properties found in tobacco smoke; and

WHEREAS, tobacco companies use youth-oriented, colorful and stylish packaging, and exploit adolescents' attraction to candy flavors with names such as "Mandarin Mint", "Winter Warm Toffee", and "Twista Chill"; and

WHEREAS, national studies have found that the vast majority of people who are using these flavored tobacco products are youth and young adults; and

WHEREAS, research by the Students Working Against Tobacco youth, the Tobacco Prevention and Control Program of the Escambia County Health Department, and the Healthy Environments are Tobacco-Free partnership, shows that a majority of the local tobacco retailers surveyed in Escambia County sell flavored tobacco products of various kinds as detailed in the research report attached; and

WHEREAS, the Florida Youth Tobacco Survey shows that at least 84% of tobacco obtained by youth in Escambia County is obtained through social sources, not direct underage purchases by the minors themselves, making existing age restrictions inadequate protection to keep these flavored products out of the hands of youth; and

WHEREAS, some of these tobacco products, specifically flavored cigars and blunt wraps, are also used as drug paraphernalia for the smoking of marijuana; and

WHEREAS, we affirm our support for this measure and support a safe environment in which our youth can grow and prosper, free from the influences of tobacco industry marketing and from addiction to tobacco.

NOW, THEREFORE, the Board of the County Commissioners of Escambia County, Florida, hereby urges all local retailers who sell tobacco products to cease the sale and marketing of all flavored tobacco products., which are defined as loose tobacco including snuff flour, plug and twist tobacco, fine cuts, chewing tobacco, snus, smoking or snuffing tobacco products, and all other kinds and forms of tobacco, including but not limited to cigarettes, cigars, smokeless tobacco products and blunt wraps, prepared in such a manner with the purpose for chewing, inhaling, smoking or ingesting in any manner which have been flavored through the addition of natural or artificial flavorings, herbs, spices or other means with flavors characterizing fruit, candy, alcohol or other similar flavorings with the exception that menthol will not be included in this definition.

ADOPTED by the Escambia Board of County Commissioners on the 19th day of May 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk
Approved as to form:

Escambia County Attorney



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-940 County Attorney's Report Item #: 14. 3.

BCC Regular Meeting Action

Meeting Date: 06/16/2011

Issue: Recommendation to Amend Robert Reierson's Workers' Compensation Settlement Approval

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending the Board's Approval of Robert Reierson's Workers' Compensation Settlement

That the Board amend its March 17, 2011 approval of a washout workers' compensation settlement to former employee Robert Reierson for the total sum of \$223,677. The Board agreed to fund \$82,875.29 of this settlement, with the remainder being paid by an excess insurance carrier. For purposes of effectuating the settlement, the Board needs to approve an expenditure of \$223,677. The excess carrier will then reimburse Escambia County for that portion of the settlement expenditure exceeding \$82,875.29.

BACKGROUND:

During its March 17, 2011 meeting, the Board approved a washout workers' compensation settlement to former employee Robert Reierson. The total amount of the settlement is \$223,677. Escambia County agreed to fund \$82,875.29 of the settlement amount and an excess carrier will fund the remainder. To expedite and effectuate payment of the settlement to Mr. Reierson, the Board should amend its March 17th action to authorize the release of funds for the entire settlement amount of \$223,677. The excess carrier will then reimburse Escambia County for the settlement amount in excess of \$82,875.29.

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 recommendation was prepared by Assistant County Attorney, Ryan E. Ross.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

3/17/2011 BCC Resume

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1-4. Approval of Various For Action Items ▶

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving For Action Items 1 through 4, as follows:

1. Authorizing cancellation of an Order in Code Enforcement Case No. CE 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. Approving a washout Workers' Compensation settlement to former employee Robert Reiersen, for the total sum of \$223,677.00; 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. Reiersen will execute a general release of claims and waiver of future employment.
3. Approving, and authorizing the Chairman to sign, the *Tolling Agreement* relating to the Public Safety Building, which tolls the Statute of Limitations from running for an additional six months.





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-943

County Attorney's Report Item #: 14. 4.

BCC Regular Meeting

Action

Meeting Date: 06/16/2011

Issue: Town of Repton, Alabama and Terri Carter, Mayor of Repton v. Conecuh County Commission and Conecuh Woods, LLC (Case No. 21-CV-2011-900033.00)

From: Charles V. Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Town of Repton, Alabama and Terri Carter, Mayor of Repton v. Conecuh County Commission and Conecuh Woods, LLC (Case No. 21-CV-2011-900033.00, Conecuh County, AL Circuit Court).*

That the Board take the following action concerning a resolution to participate in the litigation initiated by the Town of Repton and Mayor Carter concerning the Conecuh Woods 5,100 acre landfill:

- A. Adopt the attached resolution authorizing the participation in litigation to oppose the Conecuh Woods landfill; and
- B. Authorize the Office of the County Attorney to take the necessary steps to appear pro hoc vice in the litigation and to associate with local, Alabama counsel as required by the Alabama Rules of Procedure; and
- C. File the appropriate statutory notice with the Conecuh County Commission regarding the initiation of litigation against it.

BACKGROUND:

Conecuh Woods, LLC has formally applied for a 5,100 acre landfill, which will include a 1,600 acre "disposal cell" from Range to Repton to near the Big Escambia Creek. Big Escambia Creek flows southward into Escambia County, Alabama through Flomaton and drains through the North Escambia swamp into the Escambia River which flows through our county. The Conecuh County Commission approved the application in March of this year.

The Town of Repton and its Mayor, Terri Carter, has filed suit against the Conecuh County Commission and the applicant, Conecuh Woods, LLC and is seeking a declaratory judgment that the approval of the application was arbitrary and capricious and in violation of applicable law, a petition of writ of certiorari that the Commission failed to follow applicable law to insure adequate public opportunity to comment on the proposed landfill, and an injunction blocking the approval of the application for the proposed landfill. The Town and the Mayor are represented by the law firm of Balch and Bingham which is a well-respected law firm and specializes in

environmental litigation. The law firm has agreed to share legal research and discovery with the County. The County would intervene as a plaintiff on the same side as the Town of Repton and the Mayor and would ask for the same types of legal relief.

Depositions are scheduled of the County Commissioners of Conecuh County to be taken at the end of June. The Town of Repton and the Mayor and their attorneys have requested not only Escambia County, Florida to participate but several other local governments including the cities of Brewton, Grove Hill, Atmore, Flomaton, Orange Beach; the counties of Monroe and Escambia in Alabama and the Town of Century in Escambia County, Florida to oppose the landfill.

The County must also comply with the Alabama statutory requirement of filing notice with Conecuh County that it will be initiating litigation against it. Although Escambia County will not be seeking any monetary relief, in an abundance of caution, the attorneys representing the Town of Repton and the Mayor have advised that a statutory notice should be filed with the Conecuh County Commission.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Office of the County Attorney.

PERSONNEL:

Office of the County Attorney.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Office of the County Attorney will coordinate with the Town of Repton, Alabama.

Attachments

Resolution

RESOLUTION R2011 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, OPPOSING THE APPROVAL OF THE CONECUH WOODS LANDFILL; AUTHORIZING THE PARTICIPATION OF THE COUNTY AS AN INTERVENOR IN PENDING LITIGATION IN THE CIRCUIT COURT OF CONECUH COUNTY, ALABAMA OPPOSING THE LANDFILL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Conecuh Woods Landfill has been approved by the Conecuh County Commission as a 5,100-acre landfill in rural south Alabama with a target intake of 15,000 tons of waste per day from all states east of the Mississippi River; and

WHEREAS, the location of the Conecuh Woods Landfill in south Alabama drains into the Conecuh-Escambia River Watershed which flows into Escambia and Pensacola Bays in Escambia County, Florida; and

WHEREAS, the Escambia River, Escambia Bay, and Pensacola Bay are listed as impaired waterbodies that do not meet minimum State of Florida water quality standards as required by 33 USCA § 1313(d) (§ 303(d)); and

WHEREAS, Escambia County, Florida relies on clean water, recreational fishing, boating and tourism for quality of life and economic prosperity; and

WHEREAS, Escambia County has the statutory and financial obligation to restore and improve water quality in impaired waterbodies; and

WHEREAS, modern landfills are constructed with a lining as the best means known to science to prevent pollutants in leachate from contaminating the groundwater; and

WHEREAS, groundwater is the drinking water supply for south Alabama and Northwest Florida; and

WHEREAS, the use of heavy equipment during landfill construction, maintenance, and operation and the settling and decomposition of solid waste poses the potential for punctures and tears in the required lining; and

WHEREAS, landfill lining tears and punctures provide a pathway for pollutants in leachate to reach groundwater and to surface waters which have a hydraulic connection with groundwater which would have the effect of contaminating drinking water supply and waterbodies with toxic substances; and

WHEREAS, studies of the past performance of landfill linings under certain conditions reveal the presence of leaks which could compromise the integrity of a landfill to prevent leachate from reaching groundwater supplies in harmful quantities;

WHEREAS, Escambia County has an obligation to protect and preserve the health, safety, and welfare of its citizens, residents and visitors;

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

Section 1. That the Board of County Commissioners of Escambia County, Florida finds the above recitals to be true and correct and incorporated herein by reference; and

Section 2. That the Board of County Commissioners of Escambia County, Florida shall participate in the litigation styled *Town of Repton, Alabama and Terri Carter, Mayor of Repton v. Conecuh County Commission and Conecuh Woods, LLC*, Case No. 21-CV-2011-900033.00, in the Circuit Court of Conecuh County, Alabama, as an intervenor on behalf of the plaintiffs, Town of Repton and Mayor Carter.

Section 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of _____ 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

By: Charles Lopez
Title: DEPUTY CTY ATTY
Date: 6-8-11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-941

County Attorney's Report Item #: 14. 1.

BCC Regular Meeting

Information

Meeting Date: 06/16/2011

Issue: Tolling Agreement Regarding Authorization to Pursue Reimbursement from Outside Workers' Compensation Counsel

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation: That the Board accept the attached information concerning a Tolling Agreement Regarding Authorization to Pursue Reimbursement from Outside Workers' Compensation Counsel.

BACKGROUND:

At the May 5, 2011 Board of County Commissioners Meeting, the Board authorized the County Attorney's Office to pursue reimbursement from its outside workers' compensation counsel for failing to adequately secure reimbursement from the state's Special Disability Trust Fund. The County Attorney's Office has subsequently commenced negotiations to resolve this issue. However, the parties determined that they could not reach an agreement before the statute of limitations expired for filing a civil lawsuit. Accordingly, the parties executed the attached agreement to toll the statute of limitations so the parties could continue discussing settlement prior to the filing of a civil lawsuit.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This information item prepared by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Tolling Agreement

BCC Resume May, 5 2011

TOLLING AGREEMENT

This Tolling Agreement (“Agreement”) is made effective as of the 1st day of June, 2011 (the “Effective Date”) by and between the Board of County Commissioners of Escambia County, Florida (the “County”), and McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A. (the “Firm”). The County and the Firm are collectively referred to as the “Parties.”

WHEREAS, the Parties deem it to be to their mutual benefit that the County’s alleged Claims (“Claims”) against the Firm not be asserted in litigation at the present time; and

WHEREAS, the County and the Firm desire to encourage resolution and/or such further review or disposition of any Claims as may result in no lawsuit or claim being filed and, in any case, wish to avoid the expense and uncertainty of litigation of the Claims if at all possible, and are willing to make the stipulations, covenants and agreements hereinafter set forth in order to defer and postpone the commencement of litigation; and

WHEREAS, the Parties desire that for the period of this Agreement, they should be able to consider issues relating to the possibility of settling disputes without regard to the time constraints.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. As used in this Agreement, the following terms shall have the following meanings:

(a) “Claims” shall mean any and all claims and/or causes of action which are asserted in the April 28, 2011 letter to the Firm which involve any loss of recovery from the Special Disability Trust Fund (“SDTF”) by the County in connection with workers’ compensation benefits paid to George A. Cato by the County or its insurers;

(b) “Tolling Period” shall mean the period from and including the Effective Date of this Tolling Agreement (“Agreement”) until and including the Expiration Date (as defined below) of this Agreement;

(c) “Expiration Date” shall mean the earlier of six (6) calendar months following the Effective Date of this Agreement or thirty (30) days from the date that written notice of termination of this Agreement has been

served by either of the Parties on the other in accordance with paragraph 10 of this Agreement

(d) "Timing Defenses" shall mean and include, and shall be limited to, any affirmative defenses to the County's Claims against the Firm that have not already expired to the extent they are based upon: (1) any statute of limitations; (2) laches; and/or (3) any failure of the County to institute or commence litigation or other legal proceedings within some specified period, before a specified date, or before the happening of a specified event.

2. The County and the Firm stipulate, covenant and agree that to the extent that any Timing Defenses applicable to the Claims have not already expired, they shall be tolled during the Tolling Period.

3. The County and the Firm stipulate, covenant, and agree that this Agreement shall have no effect on any Timing Defenses to the extent that such defenses already exist as of the Effective Date, and nothing herein shall be deemed to revive any Claim barred as of the Effective Date.

4. The County and the Firm stipulate, covenant, and agree that the Firm, by executing and entering into this Agreement, is not waiving or otherwise impairing by estoppels or any other means the Firm's right and ability to raise any Timing Defenses available to them for the periods prior to the Effective Date and after the Expiration Date (and prior to the filing of any lawsuit or other legal proceeding by Claimant subject to paragraph 5 of this Agreement). This Agreement shall not revive any timing defenses which may have already expired due to operation of law as of the execution of the Agreement.

5. The County agrees to forebear a petition or complaint or initiating any lawsuit or other legal proceeding against the Firm until on or after the last day of the Tolling Period that is not a Saturday, Sunday, or legal holiday.

6. The provisions of this Agreement comprise all of the terms, conditions, agreements, and representations of the Parties respecting the tolling of the Timing Defenses. This Agreement may not be altered or amended except by written agreement executed by both the County and the Firm. Both the County and the Firm hereby agree that the terms of this Agreement have not been changed, modified, or expanded by any oral agreements or representations entered into or made by the County or the Firm prior to or at the execution of this Agreement.

7. The Parties hereto acknowledge that each of them has had the benefit of counsel of their choice and has been offered an opportunity to review this Agreement with chosen counsel. The Parties hereto further acknowledge that they have, individually

or through their respective counsel, participated in the preparation of this Agreement, and it is understood that no provision hereof shall be construed against any party hereto by reason of either Party having drafted or prepared this Agreement.

8. This Agreement may be executed in one or more original or facsimile counterparts, each of which shall be deemed an original, but also which together will constitute one and the same instrument.

9. This Agreement shall terminate on the Expiration Date as provided above, unless extended in writing by the parties to be bound.

10. Either the County or the Firm may terminate this Agreement, effective thirty (30) days after the date of serving a written notice of termination, by serving notice of termination by letter to the other Party. Such notice letter shall be served by facsimile transmission, followed by the delivery of an original of the notice letter by United States certified mail, return receipt requested, to the following persons at the following addresses and facsimile numbers:

If to the County:

Mr. Ryan E. Ross
Assistant County Attorney
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502
(850) 595-4970 *Telephone*
(850) 595-4979 *Facsimile*

If to the Firm:

Steve Coonrod, Esq.
McConaughay, Duffy, Coonrod,
Popc & Weaver, P.A.
1709 Hermitage Boulevard, Suite 200
Post Office Drawer 229
Tallahassee, FL 32302-0229
(850) 222-8121 *Telephone*
(850) 222-4359 *Facsimile*

Thomas J. Guilday, Esq.
Guilday, Tucker, Schwartz & Simpson, P.A.
1983 Centre Pointe Boulevard, Suite 200
Tallahassee, FL 32308-7823
(850) 224-7091 *Telephone*
(850) 222-2593 *Facsimile*

11. On or after the Expiration Date of this Agreement, the County shall have the right to file and pursue any and all Claims and to seek any and all legal remedies against the Firm that may be available to the County, if any, and the Firm shall be entitled to assert any Timing Defenses or other defenses, if any subject to the terms of this Agreement.

12. Nothing in this Agreement shall be construed as an admission or denial by any of the Parties as to the merits of any of the County's Claims against the Firm or the merits of any of the Firm's defenses to any of the County's Claims.

13. Neither the County nor the Firm nor any of their agents, witnesses, or attorneys will mention or allude to this Agreement, its terms, its execution, or the existence of any Tolling Period in any way, directly or indirectly, before a jury or any fact finder in any proceeding for any purpose, except to prove that the statute of limitations was tolled for the period of time that this Agreement was in effect. The terms of this paragraph will survive termination of this Agreement.

14. The County represents and warrants that each of the individuals signing this Agreement on behalf of the County has authority to sign on behalf of the County. The Firm represents and warrants that each of the individuals signing this Agreement on behalf of the Firm has authority to sign on behalf of the individual or entity for which they have acted as signatory.

SO AGREED:

CLAIMANT:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

6-1-11
DATE

By:  , ESQ.

Its: ASST. COUNTY ATTORNEY

THE FIRM:

MCCONNAUGHAY, DUFFY, COONROD,
POPE & WEAVER, P.A.

DATE

By: _____

Its: _____

12. Nothing in this Agreement shall be construed as an admission or denial by any of the Parties as to the merits of any of the County's Claims against the Firm or the merits of any of the Firm's defenses to any of the County's Claims.

13. Neither the County nor the Firm nor any of their agents, witnesses, or attorneys will mention or allude to this Agreement, its terms, its execution, or the existence of any Tolling Period in any way, directly or indirectly, before a jury or any fact finder in any proceeding for any purpose, except to prove that the statute of limitations was tolled for the period of time that this Agreement was in effect. The terms of this paragraph will survive termination of this Agreement.

14. The County represents and warrants that each of the individuals signing this Agreement on behalf of the County has authority to sign on behalf of the County. The Firm represents and warrants that each of the individuals signing this Agreement on behalf of the Firm has authority to sign on behalf of the individual or entity for which they have acted as signatory.

SO AGREED:

CLAIMANT:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

DATE

By: _____

Its: _____

THE FIRM:

MCCONNAUGHAY, DUFFY, COONROD,
POPE & WEAVER, P.A.

DATE

By:  _____

Its: Partner _____

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1-2. Approval of Two For Action Items ▶

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving For Action Items 1 and 2, as follows:

1. Approving (*adopting*) the Resolution (*R2011-77*) concerning the transfer of fee simple title to Pensacola Beach leaseholders (*providing policy intentions for Santa Rosa Island in the event fee simple ownership becomes available*).
2. Authorizing the County Attorney's Office to pursue reimbursement from the Board's outside Workers' Compensation Counsel (*the Law Firm McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A.*) for failing to adequately secure the County's interest in receiving proceeds (*reimbursement for permanent impairment benefits paid to George Cato as a result of an injury he sustained on February 8, 1993, in the course of his employment*) from the State's Special Disability Trust Fund, to include settlement discussions and the filing of a civil claim in circuit court.

II. FOR DISCUSSION

1. Code Enforcement Officers ▶

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, approving to refer (*Items A and C*) to County Administrator Oliver to come back at a Committee of the Whole to present any issues related to the safety of the County's Code Enforcement Officers, and (*adopting a Resolution [R2011-79]*) to repeal Resolution R2006-232, relative to the recommendation that the Board take the following action concerning Code Enforcement Officers:

- A. Amend the Board's Discipline Policy, Section II, Part C.2, to allow Code Enforcement Officers to carry concealed weapons only if certain conditions are met;
- B. Clarify that Resolution R2006-232 (*finding that Escambia County Code Enforcement Officers should have the authority to carry weapons or firearms for the purpose of self-defense*) is in effect; and
- C. Authorize Addendum to Job Description Numbers 912, 913, and 915.