

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 – July 7, 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 Valentino.
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 adopt the Proclamation recognizing and commending the "Blue Angels" for their dedication, leadership, and service to our community, country, and the Armed Forces.

7. Written Communication - April 29, 2011, communication from Tanya R. Adams requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 803 Lucerne Avenue.

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

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

9. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Camshire Meadows Subdivision Street Lighting MSBU.

Recommendation: That the Board, at the 5:31 Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance creating the Camshire Meadows Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots, which do not receive a special benefit, have been and shall be excluded from the non-ad valorem special assessment.

10. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Highlands Subdivision Street Lighting MSBU.

Recommendation: That the Board, at the 5:32 Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance creating the Highlands Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit, have been and shall be excluded from the non-ad valorem special assessment.

11. 5:33 p.m. Public Hearing concerning the FTA 5307 Grant Application by ECAT for funding of planning and capital assistance on mass transit projects for Fiscal Year 2011.

Recommendation: That the Board, at the 5:33 p.m. Public Hearing, take the following action concerning the Federal Transit Administration (FTA) 5307 grant application by Escambia County Area Transit (ECAT) for funding of planning and capital assistance on mass transit projects for FY 2011:

A. Ratify the scheduling and advertisement of a Public Hearing for 5:33 p.m. on July 7, 2011, for the purpose of receiving comments from the general public on the Grant Application for \$2,912,528 of federal assistance on mass transit projects;

B. Approve, or amend and approve, after receiving comments at the Public Hearing, the Grant Application; and

C. Adopt the Resolution authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of federal funds from the FTA regarding this Grant, and the ECAT General Manager to electronically submit, via the Federal Transportation Electronic Award and Management (TEAM) System, the Grant Application and Grant Award execution using the authorized passwords for the Chairman and County Attorney, where necessary.

12. 5:34 p.m. Public Hearing 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 Oak Grove Land Clearing Debris Pit, owned by Escambia County.

Recommendation: That the Board, at the 5:34 p.m. Public Hearing, 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. 5:35 p.m. Public Hearing for consideration of adopting an Ordinance amending Ordinance Number 2008-53 to allow certain expired Development Orders to remain active through July 7, 2014.

Recommendation: That the Board, at the 5:35 p.m. Public Hearing, adopt the Ordinance which will allow certain expired Development Orders to remain active through July 7, 2014.

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 four Reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date June 24, 2011, in the amount of \$2,248,020.23; and

B. The following three Disbursements of Funds:

(1) June 9, 2011, to June 15, 2011, in the amount of \$1,654,551.28;

(2) June 16, 2011, to June 22, 2011, in the amount of \$3,674,821.96; and

(3) June 23, 2011, to June 29, 2011, in the amount of \$2,375,250.78.

2. Recommendation Concerning Acceptance of the Order of Prohibition (Fire Safety) Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the Order of Prohibition (Fire Safety), prohibiting open burning (to include, but not be limited to, campfires, wildfires, bonfires, trash burning, and other similar forms of incineration) and fireworks, in both the incorporated and unincorporated areas of the County, effective June 15, 2011, until terminated by public notice issued by the Fire Chief when the threat of major wildfire emergencies in the local area has been significantly reduced, as executed by Daniel R. Spillman, Fire Chief, Escambia County, and provided to the Clerk to the Board's Office on June 15, 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 Regular Board Meeting held June 16, 2011;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 16, 2011; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held June 9, 2011(**Backup to be distributed under separate cover**).

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. A Public Hearing Concerning the review of an LDC Ordinance Article 6, Motorized Commercial Recreational Uses

That the Board review an Ordinance to the Land Development Code (LDC) amending Article 6, Section 6.05.22.B.23 to add motorized commercial recreational uses (with a minimum lot size of 20 acres) as a permitted use in the VAG zoning districts, and add golf courses, tennis centers, swimming clubs and customary attendant facilities and accessory buildings as permitted uses in the VAG zoning districts. Amending Article 6, Section 6.05.22.D.2, to remove golf courses, tennis centers, swimming clubs and customary attendant facilities and accessory buildings as conditional uses in the VAG zoning districts.

This hearing serves as the first of two required public hearings before the Board of County Commissioners (BCC) as set forth in LDC Section 2.08.04(b) and F.S. 125.66(4)(b).

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearing(s)

That the Board authorize the scheduling of the following three Public Hearings:

Thursday, August 4, 2011

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on July 11, 2011.

Case No.:	Z-2011-10
Location:	10100 Aileron Ave
Property Reference No.:	24-2S-31-4105-000-000
Property Size:	5.88 (+/-) acres
From:	SDD, Special Development District (non-cumulative) low density (3 du/acre)
To:	ID-1, Light Industrial, (cumulative) (no Residential uses allowed)
FLU Category:	C
Commissioner District	1
Requested by:	Wiley C. "Buddy" Page, Agent for Patrick and Carolyn Brown, owners

Case No.: **Z-2011-11**
Location: 4410 N Palafox St
Property Reference No.: 08-2S-30-7001-004-001
Property Size: 1.75 (+/-) acres
From: C-1, Retail Commercial district (cumulative)
To: ID-CP, Commerce Park District (cumulative) no residential uses allowed)
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 3
Requested by: Paul Jansen, Owner

Case No.: **Z-2011-12**
Location: 1950 Mathison Rd
Property Reference No.: 21-2N-31-3301-019-001
Property Size: 5.59 (+/-) acres
From: VR-1, Village Rural Residential District (1du/4 acres)
To: VR-2, Village Rural Residential District (1 du/.75 acre)
FLU Category: RC, Rural Community
Commissioner District: 5
Requested by: Bryan Madril, agent for Peggy Jackson, owner

Case No: **Z-2011-13**
Location: 9015 Fowler Ave
Property Reference No.: 10-1S-30-1101-124-002
Property Size: .96 (+/-) acre
From: R-5, Urban Residential/ Limited Office District (cumulative) High Density, (20 du/acre)
To: C-2, General Commercial and Light Industrial Manufacturing District, (cumulative) (25 du/acre)
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 5
Requested by: Wiley C. "Buddy" Page, agent for Charles Holt, owner

2. 5:46 p.m. - A Public Hearing - LDC Ordinance - Article 6 " Motorized Commercial Recreational Uses"

3. 5:47 p.m. - a Public Hearing - LDC Ordinance - Article 6 "Uses and Parking of Recreational Vehicles"

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Appointments/Re-Appointments to the Building Inspections Division (BID) Inspections Fund Advisory Board (IFAB) - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board take the following action concerning appointments/re-appointments to the Building Inspections Division (BID) Inspections Fund Advisory Board (IFAB):

A. Appoint James P. "Jim" Harris, Coastal Bank and Trust, to fill the unexpired term of Christopher Moorhead, who recently resigned due to serious personal illness, effective July 8, 2011, through September 30, 2012, (Licensed Architect, Professional Engineer or Construction Lending and Finance);

B. Waive Board Policy B.1, Appointment Policy and Procedures, and re-appoint the following two members for a three-year term, effective October 1, 2011, through September 30, 2014:

1. Bob Price, Jr., RGC, CRC, Bob Price, Jr., Builder, Inc., (Construction Industry Trade); and
2. William E. Merrill, P.E., (Licensed Architect, Professional Engineer or Construction Lending and Finance); and

C. Request the County Administrator's Office to provide a letter of appreciation to Mr. Moorhead for his years of service on the BID IFAB.

2. Recommendation Concerning Community Center License and Management Agreement with Mayfair/Oakcrest Neighborhood Watch Association, Inc. - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Community Center License and Management Agreement between the County and Mayfair/Oakcrest Neighborhood Watch Association, Inc., for the Mayfair Community Center, with an effective date of February 9, 2010.

3. Recommendation Concerning a Request for a Public Hearing to Consider an Ordinance Establishing an Economic Development Ad Valorem Tax Exemption for The Lewis Bear Company - Charles R. "Randy" Oliver, County Administrator

That the Board authorize the scheduling of a Public Hearing, Thursday, July 21, 2011, at 5:32 p.m., for consideration of adopting an Ordinance establishing an Economic Development Ad Valorem Tax Exemption (EDATE) for The Lewis Bear Company, for 23% of their business expansion for up to 10 years.

4. Recommendation Concerning a Request to the Florida Department of Transportation (FDOT) to Consider the Selection of "Area", "Regional" or "District 3" Consultants for Engineering and Design Services for the US 98 (3-Mile) Bridge Project - Larry M. Newsom, Assistant County Administrator

That the Board take the following action concerning a request to the Florida Department of Transportation (FDOT) to consider the Selection of "Area", "Regional" or "District 3" Consultants for Engineering and Design Services for the US 98 (3-Mile) Bridge Project:

A. Adopt the Resolution requesting that FDOT consider the Selection of "Area", "Regional" or "District 3" Consultants for Engineering and Design Services for the US 98 (3-Mile) Bridge Project, between the incorporated cities of Gulf Breeze, Florida, and Pensacola, Florida;

B. Authorize the Chairman to execute the Resolution; and

C. Authorize the Chairman to sign letters addressed to FDOT Secretary Ananth Prasad, PE, and Secretary Tommy Barfield, PE.

5. Recommendation Concerning a Resolution of the Board of County Commissioners Expressing Support to Establish a Fish Hatchery Facility in Escambia County - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning a Resolution of the Escambia County Board of County Commissioners expressing support to establish a Fish Hatchery Facility in Escambia County:

A. Adopt the Resolution; and

B. Authorize the Chairman to sign the Resolution.

6. Recommendation Concerning the Resolution Supporting Application for the 2012-2013 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action regarding the Resolution supporting an application to the Florida Department of Environmental Protection (FDEP) for State funds for the 2012-2013 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project:

A. Adopt the Resolution supporting an application to the FDEP for State funds under Section 161.091, Florida Statutes, for the 2012-2013 Florida Beach Erosion Control Program Budget, to be allocated for the Perdido Key Beach and Dune Restoration Project; and

B. Authorize the Chairman to sign the Resolution.

7. Recommendation Concerning Establishment of the Erosion Control Line (ECL) on Perdido Key - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning a Resolution and Survey approved by the State of Florida Board of Trustees of the Internal Improvement Trust Fund:

A. Approve the recording of a Resolution and Survey to establish an Erosion Control Line (ECL) on Perdido Key, previously approved by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, in accordance with Section 161.181, Florida Statutes; and

B. Authorize the Chairman to sign the Survey for recording.

8. Recommendation Concerning the Requests for Disposition of Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the three Requests for Disposition of Property Forms for the Solid Waste Management Department for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.

9. Recommendation Concerning Requests for Disposition of County Property for the Office of the State Attorney - Charles Bourne, MIS Director

That the Board approve the three Requests for Disposition of Property Forms for the Office of the State Attorney for property which is described and listed on the forms, with reason for disposition stated. The equipment has been cannibalized to keep other IT (information technology) equipment in working order, or has major problems of its own that make it uneconomical to repair. The items are whole, but with non-functioning parts.

10. Recommendation Concerning Project "Sugar" as an Economic Development Prospect - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning Project "Sugar" as an economic development prospect:

- A. Rescind the Board's action of June 2, 2011, adopting Resolution R2011-86;
- B. Repeal Resolution R2011-86;
- C. Adopt the Resolution recommending Project "Sugar" as a Qualified Target Industry, providing for local financial support in the form of a Grant; and
- D. Authorize the Chairman to sign the Resolution.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #235, Interfund Loan Forgiveness - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #235, Internal Service Fund (501) and the Economic Development Fund (102) in the amount of \$1,108,958, to recognize proceeds from an interfund loan and appropriate these funds accordingly.

2. Recommendation Concerning Supplemental Budget Amendment #237 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #237, General Fund (001) and Mass Transit Fund (104) in the amount of \$122,556, to recognize an increase in the General Fund transfer to the Mass Transit Fund, and to appropriate these funds for increased fuel costs associated with the Escambia County Area Transit System (ECAT).

3. Recommendation Concerning Supplemental Budget Amendment #242 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #242, Other Grants and Projects Fund (110) in the amount of \$200,745, to recognize proceeds from two State of Florida Division of Emergency Management (FDEM) Grant Agreements, and to appropriate these funds for the Department of Community Affairs (DCA) Civil Defense Grant activities, and the Emergency Management Performance Grant activities.

4. Recommendation Concerning Supplemental Budget Amendment #243 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #243, Other Grants and Projects Fund (110) in the amount of \$122,949, to recognize proceeds from the Florida Department of Children and Families, and to appropriate these funds to be used for forensic mental health specialist services.

5. Recommendation Concerning Obtaining Perdido Key Beach Nourishment Easements - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action regarding beach restoration, nourishment, and erosion control Easements along the gulf front of Perdido Key to facilitate beach nourishment, dune construction, and dune maintenance:

- A. Authorize the County Attorney to prepare Easements for properties on Perdido Key, adjacent to the Gulf of Mexico that are necessary for the Perdido Key Beach Restoration, Nourishment and Erosion Control Project;
- B. Authorize the Chairman to execute a letter transmitting the Easements to the property owners;
- C. Authorize the Chairman to execute the acceptance for properly-executed Easements, and, upon acceptance, authorize the County Attorney to record the Easements in the Public Records;
- D. Authorize expenditure of funds associated with a title search for certain limited parcels at the discretion of the County Attorney;
- E. Authorize payment of incidental expenses for mailing correspondence to owners and recording the Easements in the Public Records; and
- F. Authorize payment of documentary stamp taxes, because the Easements will permit construction of an engineered beach and dune system that will benefit the public by providing protection from hurricane storm surge and preserve the environmentally sensitive beach ecosystems.

[Funding Source: Fund 352, LOST III, Project 08NE0048, Dune Restoration, Cost Center 220102, Object Code 56301 and Fund 352, LOST III, Project 08NE0072, Perdido Key HCP, Cost Center 220102, Object Code 56301]

6. Recommendation Concerning Contract Extension for Elevator Maintenance/Services for Various Facilities - Amy Lovoy, Management and Budget Services Department Director

That the Board award a 12-month extension effective, October 1, 2011, per the terms of Contract PD 07-08.131, for Elevator Maintenance Services for Various Facilities, to Bagby Elevator Co., Inc., for an annual estimated amount of \$79,000.

[Funding: Fund 001, General Fund, Object Code 54601, Cost Center 210602]

7. Recommendation Concerning the Bridge, Dock and Boat Ramp P/A - Amy Lovoy, Management and Budget Services Department Director

That the Board approve a multiple-award Indefinite Quantity, Indefinite Delivery Contract of 12 months for PD 10-11.046, "Bridge, Dock and Boat Ramp P/A" (Pricing Agreement), to the following firms: DKE Marine Services, Inc., and Davis Marine Construction, Inc., authorizing a total amount of \$1,000,000.

[Individual Task Orders will be issued from this Master Contract. These Task Orders will specify the specific funding source]

8. Recommendation Concerning Fire Fighting Equipment Services for Various County Buildings - Amy Lovoy, Management and Budget Services Department Director

That the Board award a three-year Contract for Fire Fighting Equipment Services for Various County Buildings, PD 10-11.053, to Hiller Systems Inc., for an annual expenditure of approximately \$23,300.

[Funding: Facilities Management: Fund 001, General Fund, Object Codes 54601 and 55201, Cost Center 210602; Health Clinic: Fund 501, Internal Service Fund, Object Codes 54601 and 55201, Cost Center 140609; RoadDept: Fund 175, Transportation Trust, Object Code 54601, Cost Center 290202; Fire Services: Fund 143 Fire Protection, Object Code 54601, Cost Center 330206]

9. Recommendation Concerning the County's Group Medical, Life, and Disability Insurance - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance):

A. Award a Contract to Blue Cross and Blue Shield of Florida, Inc., for one year, from October 1, 2011, to September 30, 2012, to provide health insurance coverage, in the form of plans Blue Option 1352, Blue Option 1552, Health Saving Accounts (HSA), Blue Medicare, and Group Pharmacy for retirees who are Medicare-eligible;

B. Approve the employee and retiree health insurance premiums; Attachment 1 shows premiums reflecting a \$20 discount for employees who do not smoke; Attachment 2 shows the health insurance premiums for the County's retirees; retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;

C. Authorize staff to deposit \$600 into the HSA account of each employee who elects the HSA coverage; this will assist the employee in paying the higher deductible (\$2,100 or \$4,200); the deposit will be reviewed each year at renewal time; the cost will include a \$3 monthly fee for each employee, along with a one-time start-up fee of \$22 for each new employee who enrolls; the cost is included in the total cost estimate;

D. Change the deduction cycle for Flexible Spending Reimbursement and Health Saving Accounts from 26 pay periods to 24 pay periods; and

E. Authorize the County Administrator to sign the Employer Application and the 2011 Medicare Renewal Contract.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501.]

10. Recommendation Concerning a Change Order to Purchase Order #110615 to L. Pugh & Associates Inc., for Alarms, Sprinklers, Pump Inspections, Repair and Maintenance for Alarms, Pumps and Fire Systems - Patrick T. Johnson, Solid Waste Management, Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #4, which will increase the Purchase Order amount to cover the cost of Alarms, Sprinklers, Pump Inspections, Repair and Maintenance for Alarms, Pumps and Fire Systems, through the end of the Fiscal Year:

Department:	Solid Waste Management	
Division:	Waste Services/Recycling	
Type:	Addition	
Amount:	\$25,000	
Vendor:	L. Pugh & Associates, Inc.	
Project Name:	L. Pugh & Associates, Inc.	
Contract:	N/A	
PO#	110615	
Original Award Amount:		\$14,000
Cumulative Amount of Change Orders thru CO #4		\$54,000
New P.O. Amount		\$68,000

[Funding: Fund 401, Solid Waste Fund, Cost Centers 220601, 220602, 220604, 220612, Object Code 53401]

11. Recommendation Concerning Neighborhood Stabilization Program (NSP) Amendments to Non-Profit Agency Agreements with AMR at Pensacola, Inc., and Community Enterprise Investments, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Neighborhood Stabilization Program (NSP) Agreements with AMR at Pensacola, Inc., (AMR) and Community Enterprise Investments, Inc., (CEII):

A. Approve Amendment #2 to the Non-Profit Agency Agreement with AMR to extend the term of the existing NSP Agreement through June 30, 2012, to allow continuance of the program in accordance with NSP requirements; and

B. Approve Amendment #1 to the Non-Profit Agency Agreement with CEII to extend the term of the existing NSP Agreement through June 30, 2012, to allow continuance of the program in accordance with NSP requirements; and

C. Authorize the Chairman or Vice Chairman to execute the Amendments and all related documents required to implement the project.

[Funding: Fund 129/NSP1, Cost Center 220502 and Fund 129/NSP3, Cost Center 220507]

12. Recommendation Concerning a Federally-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subgrant Agreement #12-FG-XX-01-27-01-084:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Emergency Management Performance Federally-Funded Subgrant Agreement providing funds, in the amount of \$94,939, to assist in improving the daily and emergency operations of the Division of Emergency Management and to assist in local disaster planning and community outreach efforts.

The agreement period is from July 1, 2011, through June 30, 2012; and

B. Authorize the Chairman or Vice-Chairman to execute this Subgrant Agreement and all related documents as required to implement this Subgrant.

[Funding: Fund 110, Other Grants and Projects/Cost Center 330413]

13. Recommendation Concerning a State-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Emergency Management Preparedness and Assistance Program State-Funded Subgrant Agreement #12-BG-XX-01-27-01-017:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Emergency Management Preparedness and Assistance (EMPA) State-Funded Subgrant Agreement providing funds, in the amount of \$105,806, to assist in improving the daily and emergency operations of the Division of Emergency Management and to assist in local disaster planning and community outreach efforts. The Agreement period is from July 1, 2011, through June 30, 2012; and

B. Authorize the Chairman or Vice-Chairman to execute this Subgrant Agreement and all related documents as required to implement this Subgrant.

[Funding: Fund 110, Other Grants and Projects/Cost Center 330412]

14. Recommendation Concerning a Change Order to Purchase Order 110149 to Physio-Control, Inc., for AED and Lifepak Accessories - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, which will increase the Purchase Order amount to cover the cost of AED (Automated External Defibrillator)/LifePak accessories and supplies for Emergency Medical Services (EMS) and Fire Services projected through the end of the current Fiscal Year:

Department:	Public Safety
Division:	Emergency Medical Services/Fire Services
Type:	Addition
Amount:	\$16,500
Vendor:	Physio-Control, Inc.
Project Name:	N/A
Contract:	N/A
PO#	110149
Original Award Amount:	\$50,000
Cumulative Amount of Change Orders thru CO #1	\$16,500
New P.O. Amount:	\$66,500

[Funding: Fund 408, "Emergency Medical Services Fund," Cost Center 330302, "EMS Operations", Object Code 55201, "Operating Supplies" = \$11,500; Fund 143, "Fire Protection Fund", Cost Center 330206 "Fire Dept Pd", Object Code 55201, "Operating Supplies" = \$5,000]

15. Recommendation Concerning Allocation of a Position Titled "EMS Medical Director Relief" for Escambia County EMS -Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning allocation of a position titled "EMS Medical Director Relief" for Escambia County Emergency Medical Services (EMS), with no increase in the total of currently approved positions for the Department:

A. Approve establishment of the position, PG E81, in accordance with the Job Description; and

B. Authorize filling the position.

[Funding: Fund 408, "Emergency Medical Services Fund", Cost Center 330302, "EMS Operations"]

16. Recommendation Concerning the Acceptance of Property on Community Drive, from U.I.L. Family Limited Partnership for Road Right-of-Way and Drainage Purposes - Joy D. Blackmon, P.E., Director, Public Works Department

That the Board take the following action concerning the acceptance of property on Community Drive, from U.I.L. Family Limited Partnership for road right-of-way and drainage purposes:

A. Authorize staff to negotiate and resolve any matters related to, or associated with the acceptance of three parcels of property (two small corner clips consisting of 138 square feet for road right-of-way, and a small triangle-shaped parcel, consisting of 290 square feet for drainage purposes) on Community Drive, from U.I.L. Family Limited Partnership, and to gather information and conduct inspections as needed to allow the Board's acceptance of the real property;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for road right-of-way and drainage, and the County benefits from the acquisition of this property because it facilitates the maintenance of paving and drainage systems for use by the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

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

U.I.L. Family Limited Partnership is the developer of the Springdale Forest Subdivision located on Community Drive between Bellview Avenue and Godwin Lane. The legal descriptions for two parcels of property, one located at the intersection of Godwin Lane and Community Drive and the other at the intersection of Bellview Avenue and Community Drive, less out small corner clip pieces that are still owned by U.I.L. Family Limited Partnership. The two corner clips were intended for road right-of-way and are being utilized for right-of-way purposes. U.I.L. Family Limited Partnership also owns a small triangle-shaped parcel which lies within the fenced area of the County retention pond site and is being utilized for retention purposes. U.I.L. Limited Partnership would like to donate these three parcels to the County.

17. Recommendation Concerning Change Order #4 to Purchase Order 110417 to Merritt Veterinary Supplies, Inc., for Animal Shelter Supplies - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #4, to purchase sufficient medications and supplies at the Animal Shelter for the remainder of the Fiscal Year:

Department:	Community Affairs
Division:	Animal Services
Type:	Addition
Amount:	\$15,000.00
Vendor:	Merritt Vet. Supplies, Inc.
Project Name:	N/A
Contract:	N/A
PO#:	110417
Original Award Amount:	\$25,200.00
Cumulative Amount of Change Orders through CO #4:	\$31,042.29
New P.O. Amount:	\$56,242.29

[Funding: Fund 001, General Fund, Cost Center 220204, Animal Services Administration, Object Code 55201 - \$15,000]

18. Recommendation Concerning Approval of the Amendment to the Agreement between Pathways for Change, Inc., and Escambia County - Gordon C. Pike, Corrections Department Director

That the Board approve and authorize the Chairman to sign the Amendment to Program Participation Agreement between Pathways For Change, Inc., a Florida not-for-profit corporation and Escambia County, Florida, a political subdivision of the State of Florida, which is necessary to stay in compliance with the requirements for the Department of Justice and the Florida Department of Law Enforcement to secure Resistance Substance Abuse Treatment (RSAT) Grant funds.

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

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Town of Repton, Alabama and Terri Carter, Mayor of Repton v. Conecuh County, Conecuh County Commision and Conecuh Woods, LLC

That the Board ratify and approve retaining Hand Arendall, LLC as local counsel for Escambia County, Florida in the litigation now pending under Case No. 21-CV-2011-900033.00 styled *Town of Repton, Alabama and Terri Carter, Mayor of Repton v. Conecuh County, Conecuh County Commision and Conecuh Woods, LLC* .

2. Recommendation Concerning the Robin Hall Settlement Claim

That the Board approve settlement of the claim brought by Robin Hall in the sum of \$28,000.00 in exchange for the execution of a General Release and a Stipulation for Dismissal with Prejudice resulting in the Circuit Court entering an Order dismissing all claims with prejudice.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1041

Proclamations Item #: 6.

BCC Regular Meeting

Meeting Date: 07/07/2011

Issue: Adoption of Proclamation

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the Proclamation recognizing and commending the "Blue Angels" for their dedication, leadership, and service to our community, country, and the Armed Forces.

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

Proclamation

PROCLAMATION

WHEREAS, for 65 years the “Blue Angels” have accomplished their mission of enhancing Navy and Marine Corps recruiting efforts and representing the naval service to the United States, its elected leadership and foreign nations; and

WHEREAS, the United States Navy Flight Demonstration Squadron known as the “Blue Angels” are ambassadors for not only the United States Navy and the United States Marine Corps, but also for Escambia County and the surrounding communities; and

WHEREAS, the “Blue Angels” are stationed at Sherman Field, NAS Pensacola, making the “Blues” Escambia County’s own; and

WHEREAS, since inception the “Blue Angels” have performed for more than 500 million fans; and

WHEREAS, the “Blue Angels” are part of the heart of our community and bring their spirit of commitment to Escambia County by providing exemplary service to our community through their numerous activities; and

WHEREAS, the “Blue Angels” embody the spirit of the American people and promote patriotism and goodwill for the United States of America wherever they may fly.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby, recognize and commend the “Blue Angels” for their dedication, leadership, and service to our community, our country and the Armed Forces.

**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: July 7, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Corrections Bureau
FROM: Gordon Pike, Bureau Chief
DATE: June 15, 2011
ISSUE: Environmental (Code) Enforcement Lien Relief – 803 Lucerne Avenue
Charles R. Oliver 6/30/11

RECOMMENDATION:

That the Board review and consider lien relief request made by Ms. Tanya R. Adams against property located at 803 Lucerne Avenue.

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 not fall within any of 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.

Ms. Tanya Adams has no other recourse, but to appeal before the Board under Written Communication.

BACKGROUND:

September 24, 2009 the Office of Environmental Enforcement received a complaint on 803 Lucerne Avenue for no trash service, overgrowth, trash, debris, inoperable vehicle and nuisance conditions.

Notice of violations were sent certified mail to owners and was returned marked "Unable to forward" on October 2, 2009.

November 2, 2009 officer requested another certified Notice of Violation be mailed. Return receipt was delivered signed for by Mark Dowdall.

December 4, 2009 notice of violation was issued to the tenant, Terrell Southall.

BCC: 07-07-2011
RE: Environmental Enforcement Lien Relief-803 Lucerne Avenue
Date: June 15, 2011
Page 2 of 3

Reinspection conducted on December 3, 2010 and citation was issued to tenant in the amount of \$100.00.

Owner failed to abate violations and case was prepared for Special Magistrate. Certified Notice of Hearing was sent certified mailed on March 9, 2010. Notice of Hearing was received and signed for by Joseph Adams.

Hearing was held on April 6, 2010 and owner was found to be in violation. Fines were assessed at \$50.00 per day starting April 23, 2010 if violations are not abated. \$1,100.00 court cost was awarded to the county.

Order was recorded in Official Records Book 6580 Page 1622-1626.

County abated violation on August 14, 2010.

On March 2011 Ms. Adams submitted a lien forgiveness request for her father (owner/violator). Request was denied due to county policy and County Administrator Charles R. "Randy" Oliver sent Ms. Adams a denial letter on March 29, 2011.

On April 15, 2011 Ms. Adams filed a Quit Claim Deed in her name in hopes to possibly circumvent the Board of County Commissioner's Policy, OR Book 6710 and Page 1005. The incorrect legal description was listed on this deed which in turn clouded the title to 800 Lucerne which is owned by the county.

Contact was made with Ms. Adams and title issue was discussed with her. She was informed by Sandra Slay, Division Manager for Environmental Enforcement, she needed to correct the cloud on the title she caused against a county owned property. To date cloud remains.

On June 6, 2011 Ms. Adams filed a new deed recorded in OR Book 6728 Page 205 that appears to have the correct description to 803 Lucerne Avenue.

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

BUGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

	<u>Cost</u>
A. Administrative Cost:	\$1,100.00
B. Daily Fines:	\$5,650.00
C. Abatement Fees	<u>\$450.00</u>
TOTAL	\$7,200.00

BCC: 07-07-2011

RE: Environmental Enforcement Lien Relief-803 Lucerne Avenue

Date: June 15, 2011

Page 3 of 3

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.

April 29, 2011

Office of Environmental Enforcement
Attn: Sandra Slay
3363 West Park Place
Pensacola, FL 32505

Re: Case # CE 09-09-00232
803 Lucerne Avenue

Dear Ms. Slay:

Because of my father's failing health and his inability to take care of the property located on 803 Lucerne Avenue, I am the new owner of the property. As the new owner, I have already taken on other debt from this property, because of the previous owners neglect, and am paying those. It is my understanding that there is a lien from your agency against the property at this time for yard clean-up.

As the new owner of the property, I am fixing the property up to make it an asset to the neighborhood and will make sure that it is maintained, so it is not unsightly again. Even though I was not the person who incurred the lien, I do understand that the lien is attached to the property and must be paid. As a person of faith, I am willing to honor that debt, but would like to ask if it could be reduced for me.

I would so greatly appreciate it if we could come to some type of agreement and reduce (if not do away completely) with the fines. I understand that the court costs and the abatement fees cannot be waived. I would also like to request a monthly payment plan. The reduction of the lien will help me to fix up the property.

I thank you so much for your time and attention to this matter. I can be reached at (423) 741-0176 (cell) or (423) 207-4468 (home). I look forward to hearing from you and hope that we can come to some type of arrangement.

Sincerely,

Tanya R. Adams
P. O. Box 8893
Gray, TN 37615

6/8/11
The proper quit claim document has been filed for this property now. So, I am resubmitting this request.
Thank you,
Tanya Adams



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: 803 Lucerne Avenue
Property Owner: Joseph W. Adams
Original Complaint: Trash, nuisance conditions, overgrowth and inoperable vehicles
EE Case #: CE090900232

- 09/24/09 Complaint recorded
- 09/24/09 Inspection reveals trash & debris, inoperable vehicle, overgrowth and nuisance conditions
- 09/25/09 Notice of Violation was sent Certified Mail and returned October 2, 2009 marked "Vacant, unable to forward". Letter sent regular mail also returned with same mark.
- 03/23/10 Chris Jones Property Appraisers shows owners listed as Joseph W Adams
- 10/22/09 Second Notice of Violation sent certified mail and regular mail to owner at 704 Lucerne Avenue. This notice included mandatory residential waste along with prior violations.
- 11/02/09 Certified letter was received and signed for by Mark Dowdall on October 30, 2009.
- 12/4/2009 Notice of violation was issued to the tenant, Terrell Southall, for above violations.
- 02/03/10 Reinspection reveals violations remain. A citation was issued to the tenant, Terrell Southall in the amount of \$100.00.
- 02/17/10 Reinspection conducted reveals all violations remain.
- 02/17/10 Request for Special Magistrate made.
- 03/09/10 Certified letter / Special Magistrate hearing / sent to Joseph W. Adams, 704 Lucerne Avenue, Pensacola, Florida 32505.
- 03/16/10 Certified letter / Special Magistrate hearing was delivered on March 16, 2010 and signed for by Joseph Adams. Copy of Hearing Notice was posted on property by officer.
- 04/06/10 Special Magistrate hearing / \$50.00 per day commencing 04/23/10 if not in compliance – Lien of \$1,100.00 awarded to Escambia County
- 04/24/10 Certified letter / Order / sent to Joseph W Adams, Pensacola, FL 32505
- 04/15/10 Order recorded in Official Records Book 6580 Page 1622-1626
- 04/26/10 Re-inspection reveals the violations remain
- 08/14/10 County abated violations

Lien amount

Court Cost	\$1,100.00
Fines (\$50.00 per day 04/23/10-08/14/10)	\$5,650.00
County Abatement Fees	<u>\$450.00</u>
TOTAL	\$7,200.00

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

NOTE: A Quit Claim Deed was filed on April 15, 2011 in the name of Tanya R. Adams, daughter of Joseph W. Adams.

Sandra F Slay

From: Stephen G. West
Sent: Tuesday, June 14, 2011 2:19 PM
To: Sandra F Slay
Cc: Brenda J. Spencer
Subject: 803 Lucerne

Sam:

There is a new deed from Joseph Adams to Tanya Adams recorded in the public records on June 6, 2011, OR Book 6728 at page 205, that appears to have the correct description to 803 Lucerne. In light of this, Ms. Adams request does not technically fall within any of the criteria that would allow Randy to deny relief. So you can send it to the Board. However, like the first deed, this one was likely executed only to circumvent the BCC policy against granting relief to the owner/violator. I doubt that the Board would indulge this. In any case, our office would be obligated to point this out. Also, Ms. Adams has not taken any steps to remove the cloud from the County's title to the adjacent parcel that she created by including the wrong description in the first deed. I would expect that a condition of any relief would be to have Ms. Adams first remove the cloud from the County's title.

-----Original Message-----

From: Sandra F Slay
Sent: Tuesday, June 14, 2011 10:51 AM
To: Stephen G. West
Subject: FW:

Steve,

You've reviewed this request once and denied it because Ms. Adams father was the owner/violator. She then quit deeded the property to herself and put the information from the wrong deed on the one she deeded.

She sent another letter and hand wrote that she's corrected the deed and would like to resubmit her request.

Thanks
Sam

-----Original Message-----

From: code_copier@myescambia.com [mailto:code_copier@myescambia.com]
Sent: Tuesday, June 14, 2011 10:36 AM
To: Sandra F Slay
Subject:

This E-mail was sent from "MPC5000" (Aficio MP C5000).

Scan Date: 06.14.2011 11:35:47 (-0400)
Queries to: code_copier@myescambia.com

Sandra F Slay

From: Stephen G. West
Sent: Wednesday, May 11, 2011 10:06 AM
To: Sandra F Slay
Cc: Brenda J. Spencer
Subject: Lucerne Avenue

Sam:

The quit claim deed from Joseph Adams to Tanya Adams may likely have been an attempt to circumvent the Board's policy against granting relief to the owner/violator named in code enforcement liens. The fact that it is a quit claim deed and only nominal consideration was paid would support that assumption. However, that's a determination the Board would otherwise have to make.

However, there's much more to the story. Ms. Adams is seeking relief from the lien against 803 Lucerne, but the property described in the quit claim deed is not 803 Lucerne Avenue. Rather, the property described in the quitclaim deed is 800 Lucerne Avenue, which Mr. Adams apparently owned at one time. Ironically, the County acquired 800 Lucerne Avenue in 1995 by the tax deed recorded in OR Book 3719 at page 880. So Ms. Adams has created an encumbrance on the County's title to 800 Lucerne, and Mr. Adams is still the owner of 803 Lucerne Avenue.

Randy can again deny relief for the same reason. However, this should probably be brought to the Board's attention, not for lien relief but to make it aware of the encumbrance on 800 Lucerne. I expect that our recommendation would be to demand that Mr. and Ms. Adams clean up the mess they've made, at their expense, or have the Board authorize our office file suit. You may wish to discuss with Randy how he would like to proceed.

-----Original Message-----

From: Sandra F Slay
Sent: Wednesday, May 11, 2011 7:16 AM
To: Stephen G. West
Subject: FW:

Please review Ms. Adams new request. It was denied because her father owned it now she quit deeded the property to herself.

Thanks
Sam

-----Original Message-----

From: Sandra F Slay
Sent: Tuesday, May 10, 2011 3:13 PM
To: 'Liz Carew'; Shirley L. Gafford; Susan W. Hendrix
Subject: FW:

-----Original Message-----

From: Sandra F Slay
Sent: Tuesday, May 10, 2011 3:13 PM
To: 'Liz Carew'; Shirley L. Gafford; Susan W. Hendrix
Subject: FW:

March 17, 2011

Office of Environmental Enforcement
Attn: Sandra Slay
3363 West Park Place
Pensacola, FL 32505

Re: Case # CE 09-09-00232
803 Lucerne Avenue

Dear Ms. Slay,

I am writing on behalf of my father, Joseph W. Adams, who is the owner of the property at 803 Lucerne Avenue. My seventy-five year old father is very ill. His memory is failing, he has limited mobility, and is very trusting, and a prime candidate for some of these people who would take advantage of the elderly. Because of this, he was taken advantage of by some young people who told him that they would rent the property.

Unfortunately, these young people did not pay him the rent and also did not take care of the property. They are the reason for its unkempt appearance. Those tenants are now gone.

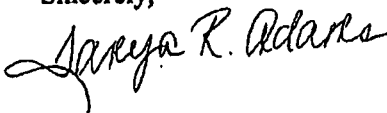
I am helping him take care of his affairs now. I will be fixing up the property to make it an asset to the neighborhood and assure you that I will make sure it is maintained, so it is not unsightly again. I will also make sure that the lien is paid.

I would so greatly appreciate it if we could come to some type of agreement and reduce (if not do away completely) with the fines since he is on a limited income. I understand that the court costs and the abatement fees cannot be waived. I also request a monthly payment plan for him.

I can be reached at (423) 741-0176 (cell) or (423) 207-4468 (home). I look forward to hearing from you and hope that we can come to some type of arrangement

Thank you so very much for your time and attention to this matter.

Sincerely,



Tanya R. Adams
P. O. Box 8893
Gray, TN 37615.

/tra

cc: Gene Valentino, Commissioner

QUIT CLAIM DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, That JOSEPH W. ADAMS, for and in consideration of the sum of TEN DOLLARS(\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, to remise, release, and quit claim unto TANYA R. ADAMS, her heirs, executors, administrators and assigns forever, the following described property, situated in Escambia County, State of Florida to wit:

The East half of the following described property: Begin at the Northwesterly corner of Lot 20, Block 8, Wildwood, a subdivision in Section 46, Township 1 South, Range 30 West and Section 10, Township 2 South, Range 30 West, Escambia County, Fl., according to plat of said subdivision recorded in Plat Book 4, Pages 47 and 47-A of the Public records of Escambia County, Florida, and the Easterly line of Gulf Power Company Right of Way, and Southerly Right of Way line of Lucerne Avenue, thence run Westerly along the Southerly Right of Way line of Lucerne Avenue, to the Northeasterly corner of Lot 19, Block 8, of said Wildwood Subdivision, thence Southerly along the Easterly line of said Lot 19 to Southeasterly corner of said Lot 19, thence Easterly to the Southwesterly corner of said Lot 20, thence Northerly to the Northwesterly corner of said Lot 20 and point of beginning of this description said property being subject to Easement to Gulf Power Company for Gulf Power Company Right of Way.

Parcel ID#

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of March, 2011.

Signed, sealed and delivered in our presence

[Signature]
Ernie Lee Magaha
Ernie L. Magaha
[Signature]
Gloria E. Huber
Gloria E. Huber

[Signature]
Joseph W. Adams
JOSEPH W. ADAMS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of March 2011, by Joseph W. Adams, who produced identification of FLDL and did not take an oath.

Prepared By:
Joseph W. Adams
704 Lucerne Avenue
Pensacola, FL 32505
Return to:
Tanya R. Adams
P.O. Box 8893
Gray, TN 37615

[Signature]
Notary Public





BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Charles R. "Randy" Oliver, CPA PE
County Administrator

221 Palafox Place, Suite 420
Pensacola, Florida 32502

Telephone (850) 595-4900
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4900

March 29, 2011

Tanya R. Adams
P.O. Box 8893
Gray, TN 37615

Re: Your Request for Relief from a County Code Enforcement Lien Against Property
Located at 803 Lucerne Avenue

Dear Ms. Adams:

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 March 17, 2011. Regrettably, I must deny your request for relief for the following reasons:

- 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,

A handwritten signature in cursive script that reads "Charles R. Oliver".

Charles R. "Randy" Oliver, CPA PE
County Administrator

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1006

Public Hearings Item #: 9.

BCC Regular Meeting

Meeting Date: 07/07/2011

Issue: 5:31 p.m. Public Hearing to establish the Camshire Meadows Subdivision Street Lighting MSBU Ordinance

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Camshire Meadows Subdivision Street Lighting MSBU.

Recommendation: That the Board, at the 5:31 Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance creating the Camshire Meadows Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

- A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;
- B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;
- C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and
- D. Lots, which do not receive a special benefit, have been and shall be excluded from the non-ad valorem special assessment.

BACKGROUND:

The owners of the property contained in the Camshire Meadows Subdivision have met the criteria established by the Board of County Commissioners for a MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

There are an estimated 119 properties in the proposed district. The primary property owner in the subdivision is Pensacola Habitat for Humanity. A representative from this entity has

submitted a letter requesting the creation of the MSBU, and the letter of request meets the 55% approval requirement specified in the MSBU Guidelines and Procedures adopted by the Board. The estimated cost per residential lot will be \$31.26 for the first assessment (which covers 15 months) and \$22.73 in subsequent years.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance has been reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must adopt all ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Camshire Ordinance

ORDINANCE NUMBER 2011-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING THE CAMSHIRE MEADOWS SUBDIVISION STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a municipal service benefit unit, and the proposed Camshire Meadows Subdivision Street Lighting Municipal Service Benefit Unit has met the criteria established by the Board of County Commissioners for a municipal service benefit unit; and

WHEREAS, by Resolution R2010-215, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in the Camshire Meadows Subdivision have met the criteria established by the Board of County Commissioners for a municipal services benefit unit, and the property owners wish to establish such an MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 119 properties in this proposed district and the primary property owners in the Camshire Meadows Subdivision have submitted a letter to the Board of County Commissioners which represents 100% of the total of such owners; and

WHEREAS, this total meets the 55% requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in the Camshire Meadows Subdivision.

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

Section 1: AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Section 2: SHORT TITLE. This Ordinance shall be known and referred to as the Camshire Meadows Subdivision Street Lighting Municipal Service Benefit Unit Ordinance.

Section 3: DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Camshire Meadows Subdivision Street Lighting District divided by the total ERU's in the District.

B. *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

D. *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

E. *District* shall mean that geographical area of the Camshire Meadows Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Camshire Meadows Subdivision Street Lighting District shall include the following:

A re-plat of a portion of Gulf Beach Manor Section 2 Subdivision & The John B. Cazenave Grant being a portion of Section 33, Township 2 South, Range 31 West, and Section 4, Township 3 South, Range 31 West, Escambia County, Florida, March 2011 – Zoned R-3 as classified by the Property Appraiser's records in Plat Book 19, Pages 15 & 15A, all properties excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and further described in Exhibit A attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERUs)*: A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

G. *Fiscal Year* shall mean the period of time between October 1st and September 30th.

H. *Improvements*: All street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.

I. *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel, which is in the Camshire Meadows Subdivision.

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Section 4. DISTRICT CREATED. There is hereby created within Escambia County the Camshire Meadows Subdivision Municipal Service Benefit Unit for the purpose of street lighting within the District.

Section 5. GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

E. To prepare and adopt an annual budget for the District(s).

F. To make legislative findings related to the special benefits provided to Lots located in the District.

- G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Section 6. LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot in the District, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. Commercial Lots' benefits from improved street lighting vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Section 7. SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERU's) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERU's by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632 (2) at the rate set forth in Section 197.3632 (2), Florida Statutes as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Section 8. APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed. The County Administrator or designee shall review the request and determine within ten (10) business days whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

B. In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by

the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

C. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the property owner the Board of county Commissioners finds no error in the assessment of the owner's real property and the property owner may appeal the Board's decision to the circuit court within thirty (30) days.

D. The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

Section 9. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 10. INCLUSION IN THE OFFICIAL RECORDS. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED 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

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

This document approved as to form and legal sufficiency.
By: _____
Title: _____
Date: _____

DESCRIPTION:

OVERALL PARCEL

A PARCEL OF LAND IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 44.46 ACRES AND DESCRIBED AS FOLLOWS: LOT 3 TO 38, BOTH INCLUSIVE, LOT 41, AND THAT PORTION OF LOT 40, 42 AND 43, BLOCK 28, GULF BEACH MANOR ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 1 AT PAGE 16 OF THE PUBLIC RECORDS OF SAID COUNTY, LYING OUTSIDE OF THE MANOR VISTA SUBDIVISION ACCORDING TO PLAT RECORDED IN PLAT BOOK 4 AT PAGE 71; LESS AND EXCEPT THEREFROM THAT PORTION OF LOT 40 LYING WESTERLY OF A NORTHERLY EXTENSION OF THE EAST LINE OF PLANETARIUM AVENUE, AS SAID PLANETARIUM AVENUE IS SHOWN ON THE PLAT OF MANOR VISTA SUBDIVISION RECORDED IN PLAT BOOK 4 AT PAGE 71 OF THE PUBLIC RECORDS OF SAID COUNTY.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF GULF BEACH HIGHWAY (100' R/W) AND THE WESTERLY RIGHT OF WAY OF WELLER AVENUE (50' R/W); THENCE GO NORTH 32 DEGREES 03 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY OF WELLER AVENUE A DISTANCE OF 871.48 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 32 DEGREES 03 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 1876.50 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK 28 OF GULF BEACH MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 16 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY GO SOUTH 57 DEGREES 57 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 1100.80 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 28 OF SAID SUBDIVISION AND THE EAST RIGHT OF WAY OF WADE AVENUE (50' R/W); THENCE GO SOUTH 32 DEGREES 03 MINUTES 11 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 1654.78 FEET; THENCE DEPARTING SAID RIGHT OF WAY GO NORTH 57 DEGREES 57 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 600.73 FEET; THENCE GO SOUTH 32 DEGREES 03 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 221.74 FEET; THENCE GO NORTH 57 DEGREES 56 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 31 WEST AND SECTION 4, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 44.36 ACRES, MORE OR LESS.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1005

Public Hearings Item #: 10.

BCC Regular Meeting

Meeting Date: 07/07/2011

Issue: 5:32 p.m. Public Hearing to establish the Highlands Subdivision Street Lighting MSBU Ordinance

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Highlands Subdivision Street Lighting MSBU.

Recommendation: That the Board, at the 5:32 Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance creating the Highlands Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

- A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;
- B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;
- C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and
- D. Lots which do not receive a special benefit, have been and shall be excluded from the non-ad valorem special assessment.

BACKGROUND:

The owners of the property contained in the Highlands Subdivision have met the criteria established by the Board of County Commissioners for a MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

Petitions for creating a street lighting MSBU district were circulated in the subdivision. There are an estimated 46 properties in the district, and 65% of the property owners signed the petition in favor of creating the Street Lighting MSBU. This meets the 55% requirement specified in the

MSBU Guidelines and Procedures. The estimated cost per residential lot will be \$47.47 for the first annual assessment.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance has been reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must adopt all ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Highlands Ordinance

ORDINANCE NUMBER 2011-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING THE HIGHLANDS SUBDIVISION STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a municipal service benefit unit, and the proposed Highlands Subdivision Street Lighting Municipal Service Benefit Unit has met the criteria established by the Board of County Commissioners for a municipal service benefit unit; and

WHEREAS, by Resolution R2010-215, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in the Highlands Subdivision have met the criteria established by the Board of County Commissioners for a municipal services benefit unit, and the property owners wish to establish such an MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 46 properties in this proposed district and the property owners in the Highlands Subdivision have submitted a petition to the Board of County Commissioners which contains 30 signatures or 65% of the total of such owners; and

WHEREAS, this total meets the 55% requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in the Highlands Subdivision.

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

Section 1: AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Section 2: SHORT TITLE. This Ordinance shall be known and referred to as the Highlands Subdivision Street Lighting Municipal Service Benefit Unit Ordinance.

Section 3: DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Highlands Subdivision Street Lighting District divided by the total ERU's in the District.

B. *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

D. *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

E. *District* shall mean that geographical area of the Highlands Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Highlands Subdivision Street Lighting District shall include the following:

A Portion of Section 2, Township 2 South, Range 31 West, Escambia County, Florida, Zoned; R-6 & R-3, FLU:R, September 2004 as classified by the Property Appraiser's records in Plat Book 17, Page 97, all properties, excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and further described in Exhibit A attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERUs):* A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

G. *Fiscal Year* shall mean the period of time between October 1st and September 30th.

H. *Improvements*: All street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.

I. *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel, which is in the Highlands Subdivision.

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Section 4. DISTRICT CREATED. There is hereby created within Escambia County the Highlands Subdivision Municipal Service Benefit Unit for the purpose of street lighting within the District.

Section 5. GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

E. To prepare and adopt an annual budget for the District(s).

F. To make legislative findings related to the special benefits provided to Lots located in the District.

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Section 6. LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot in the District, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. Commercial Lots' benefits from improved street lighting vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Section 7. SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERU's) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The

assessment for each Lot shall be calculated by multiplying a Lot's ERU's by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632 (2) at the rate set forth in Section 197.3632 (2), Florida Statutes as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Section 8. APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed. The County Administrator or designee shall review the request and determine within ten (10) business days whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

B. In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate

by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

C. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the property owner the Board of county Commissioners finds no error in the assessment of the owner's real property and the property owner may appeal the Board's decision to the circuit court within thirty (30) days.

D. The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

Section 9. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 10. INCLUSION IN THE OFFICIAL RECORDS. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED 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

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

This document approved as to form and legal sufficiency.

By: *Dustin Huel*

Title: HCA

Date: 6/17/11

EXHIBIT A

DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF LOT 3 OF A SUBDIVISION OF GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 35.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAUFLEY FIELD ROAD, COUNTY ROAD 296 (100' R/W) AND THE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 139.64;
THENCE DEPARTING SAID EAST LINE GO SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST A DISTANCE OF 30.40 FEET;
THENCE GO SOUTH 19 DEGREES 53 MINUTES 00 SECONDS WEST A DISTANCE OF 87.05 FEET;
THENCE GO SOUTH 08 DEGREES 04 MINUTES 01 SECONDS WEST A DISTANCE OF 66.58 FEET;
THENCE GO SOUTH 19 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 76.82 FEET;
THENCE GO SOUTH 06 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 105.55 FEET;
THENCE GO NORTH 89 DEGREES 54 MINUTES 30 SECONDS EAST A DISTANCE OF 32.10 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3;
THENCE GO SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 145.00 FEET TO THE NORTH LINE OF LOT 6 OF SAID GOVERNMENT LOT 3;
THENCE GO NORTH 89 DEGREES 56 MINUTES 06 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 272.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 6;
THENCE GO SOUTH 00 DEGREES 38 MINUTES 45 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 6 A DISTANCE OF 864.21 FEET;
THENCE GO NORTH 74 DEGREES 28 MINUTES 34 SECONDS WEST A DISTANCE OF 348.81 FEET;
THENCE GO NORTH 00 DEGREES 01 MINUTES 18 SECONDS EAST A DISTANCE OF 770.21 FEET TO THE SOUTH LINE OF SAID LOT 6;
THENCE GO SOUTH 89 DEGREES 56 MINUTES 06 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 377.05 FEET;
THENCE GO NORTH 00 DEGREES 05 MINUTES 30 SECONDS WEST A DISTANCE OF 350.72 FEET;
THENCE GO NORTH 89 DEGREES 59 MINUTES 21 SECONDS EAST A DISTANCE OF 15.68 FEET;
THENCE GO NORTH 46 DEGREES 26 MINUTES 19 SECONDS EAST A DISTANCE OF 63.23 FEET;
THENCE GO NORTH 30 DEGREES 58 MINUTES 03 SECONDS EAST A DISTANCE OF 63.28 FEET;
THENCE GO NORTH 09 DEGREES 35 MINUTES 51 SECONDS WEST A DISTANCE OF 109.86 FEET;
THENCE GO NORTH 74 DEGREES 02 MINUTES 35 SECONDS WEST A DISTANCE OF 53.15 FEET;
THENCE GO NORTH 00 DEGREES 05 MINUTES 30 SECONDS WEST A DISTANCE OF 38.81 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID SAUFLEY FIELD ROAD;
THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 425.54 FEET TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 11.95 ACRES MORE OR LESS.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-972

Public Hearings Item #: 11.

BCC Regular Meeting

Meeting Date: 07/07/2011

Issue: 5:33 p.m. Public Hearing - Federal Transit Administration 5307 Grant Application by ECAT for Mass Transit Project Funding for Fiscal Year 2011

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing concerning the FTA 5307 Grant Application by ECAT for funding of planning and capital assistance on mass transit projects for Fiscal Year 2011.

Recommendation: That the Board, at the 5:33 p.m. Public Hearing, take the following action concerning the Federal Transit Administration (FTA) 5307 grant application by Escambia County Area Transit (ECAT) for funding of planning and capital assistance on mass transit projects for FY 2011:

- A. Ratify the scheduling and advertisement of a Public Hearing for 5:33 p.m. on July 7, 2011, for the purpose of receiving comments from the general public on the Grant Application for \$2,912,528 of federal assistance on mass transit projects;
- B. Approve, or amend and approve, after receiving comments at the Public Hearing, the Grant Application; and
- C. Adopt the Resolution authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of federal funds from the FTA regarding this Grant, and the ECAT General Manager to electronically submit, via the Federal Transportation Electronic Award and Management (TEAM) System, the Grant Application and Grant Award execution using the authorized passwords for the Chairman and County Attorney, where necessary.

BACKGROUND:

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Also, effective January 1, 1998, grant applications, execution, and grant administration progress reports must be submitted electronically via the Transportation Electronic Award Management (TEAM) System.

The project budget of this grant application was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (FL-AL TPO).

Program of Projects

<u>Items</u>	<u>Project Cost</u>
Preventative Maintenance	\$1,200,807
ADA	\$ 291,252
Project Administration	\$ 100,000
Other Capital Expenditures	\$1,185,000

Total Budget: \$2,912,528

This proposed Program of Projects, including any amendments, becomes the final Program of Projects when approved by the Board.

BUDGETARY IMPACT:

The grant application has been included in the approved FY 2011 ECAT budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been approved as to form and legal sufficiency by the County Attorney's Office. Also, the required FY 2011 Certification and Assurances have been filed electronically with the FTA.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mass Transit Element.

IMPLEMENTATION/COORDINATION:

Community Affairs and ECAT staff will coordinate with the FTA on all necessary activities regarding this grant application and fund processing, and ECAT staff will electronically file all required documentation.

Attachments

Resolution - FTA 5307 Grant Application for FY 2011

FTA 5307 Grant Application for FY 2011

RESOLUTION NUMBER R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including a provision by it of the local share of project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

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

Section 1. That the whereas clauses are true and correct and incorporated by reference herein.

Section 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file applications with the U.S. Department of Transportation for aid in financing the planning and capital assistance program of projects and budget (FY11) pursuant to Chapter 53 of Title VI of the Title 49, U.S. Code on behalf of Escambia County.

Section 3. That the County Administrator is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

Section 4. That the General Manager, Escambia County Area Transit, is authorized to file the Grant Application, Execution and any amendments or other documents required by the U.S. Department of Transportation for the administration of this grant

project, utilizing the Federal Transportation Electronic Award and Management (TEAM) system.

Section 5. That the County Administrator is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the program of projects and budget.

Section 6. That the County Administrator is authorized to set forth and execute affirmative minority business policies in connection with the program of projects and budgeted procurement needs.

Section 7. That the Chairman of the Escambia County Board of County Commissioners is authorized to execute grant agreements for aid in financing the planning and capital assistance program of projects and budget (FY11) on behalf of Escambia County.

Section 8. That 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

Kevin W. White, Chairman

BCC Approved _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By: Kristen Hual

Title: ACF

Date: 2/13/11

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1092
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS
Project ID:	FL-90-X759
Budget Number:	1 - Budget Pending Approval
Project Information:	FY2011 CAPITAL PROJECTS FUNDING INC

Part 1: Recipient Information

Project Number:	FL-90-X759
Recipient ID:	1092
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS
Address:	221 PALAFOX PLACE SUITE 400, PENSACOLA, FL 32502 1591
Telephone:	(850) 595-3228
Facsimile:	(850) 595-3222

Union Information

Recipient ID:	1092
Union Name:	AMALGAMATED TRANSIT UNION, LOCAL 1395
Address 1:	3300 North Pace Boulevard
Address 2:	Suite 326
City:	Pensacola, FL 32505
Contact Name:	Mike Lowery
Telephone:	(850) 341-4068
Facsimile:	(850) 433-0596
E-mail:	atu1395@aol.com
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$2,912,528
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Project Number:	FL-90-X759	Adjustment Amt:	\$0
Project Description:	FY2011 CAPITAL PROJECTS FUNDING INC	Total Eligible Cost:	\$2,912,528
Recipient Type:	County Agency	Total FTA Amt:	\$2,912,528
FTA Project Mgr:	Darreyl Davis - 404-865-5631	Total State Amt:	\$0
Recipient Contact:	Chris Westbrook 850-595-3228	Total Local Amt:	\$0
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	n/a	S.C. Eff. Date:	None Specified
Start/End Date:	Aug. 01, 2011 - Oct. 31, 2014	Est. Oblig Date:	None Specified
Recvd. By State:		Pre-Award Authority?:	No
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Jun. 01, 2011		
Program Page:	1089		
Application Type:	Electronic		
Supp. Agreement?:	Yes		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
129570	PENSACOLA, FL-AL

Congressional Districts

State ID	District Code	District Official
12	1	Jeff Miller

Project Details

Escambia County, FL requests FY2011 Capital Assistance using 5307 funds allocated in FY 2011. Requested funds total \$2,912,528.

Escambia will use these funds to purchase services and facility maintenance enhancement/renovation projects. Additionally, funds are requested for FY11 & FY12 Capital Preventive Maintenance costs, FY11 ADA Paratransit costs.

A copy of a Florida Department of Transportation letter, authorizing the use of \$732,168 in toll revenue credits as a soft match for all Escambia County's 2011 FTA capital grant applications was forwarded to Yvette Taylor, FTA Regional Administrator, FTA Region IV). A copy attached.

ADA Paratransit service is currently provided through a service contract with Pensacola Bay Transportation, the local Community Transportation Coordinator (CTC) designated by the TPO as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes.

ECAT employees are represented by Local 1395 of the Amalgamated Transit Union.

Projects are included in STIP Dated 07/27/2009, project 4177511 page 950.

Earmarks

No information found.

Security

Yes – We will expend 1% or more of the 5307 funds in this grant application for security purposes. Please list security-related projects in the project budget and summarize them in the non-add scope code 991.

Part 3: Budget

Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
117-00 OTHER CAPITAL ITEMS (BUS)	3	\$2,191,728.00	\$2,191,728.00
<u>ACTIVITY</u>			
11.7A.00 PREVENTIVE MAINTENANCE	1	\$1,800,476.00	\$1,800,476.00
11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$291,252.00	\$291,252.00
11.79.00 PROJECT ADMINISTRATION	1	\$100,000.00	\$100,000.00
<u>SCOPE</u>			
114-00 BUS: SUPPORT EQUIP AND FACILITIES	0	\$720,800.00	\$720,800.00
<u>ACTIVITY</u>			
11.42.06 ACQUIRE - SHOP EQUIPMENT	0	\$122,700.00	\$122,700.00
11.42.08 ACQUIRE - ADP SOFTWARE	0	\$9,000.00	\$9,000.00

11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP	0	\$240,000.00	\$240,000.00
11.42.11 ACQUIRE - SUPPORT VEHICLES	0	\$80,000.00	\$80,000.00
11.44.02 REHAB/RENOVATE - MAINTENANCE FACILITY	0	\$85,000.00	\$85,000.00
11.42.07 ACQUIRE - ADP HARDWARE	0	\$10,600.00	\$10,600.00
11.44.01 REHAB/RENOVATE - ADMINISTRATIVE FACILITY	0	\$173,500.00	\$173,500.00
Estimated Total Eligible Cost:			\$2,912,528.00
Federal Share:			\$2,912,528.00
Local Share:			\$0.00



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-980

Public Hearings Item #: 12.

BCC Regular Meeting

Meeting Date: 07/07/2011

Issue: 5:34 p.m. Public Hearing for Oak Grove Land Clearing Debris Pit - Owned by Escambia County

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing 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 Oak Grove Land Clearing Debris Pit, owned by Escambia County.

Recommendation: That the Board, at the 5:34 p.m. Public Hearing, 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 Permit

Oak Grove Application



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 Land Clearing Debris Disposal Facility

Permittee:	Escambia County BOCC
Facility Name:	Oak Grove Land Clearing 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:	July 7, 2011
Expiration Date:	July 6, 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 Land Clearing 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: _____

BOCC Authorization Date: _____

Permit Issue Date: July 07, 2011

Permit Expiration Date: July 06, 2012

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

This document approved as to form and legal sufficiency.

By: _____

Title: ASST. COUNTY ATTORNEY

Date: JUNE 21, 2011

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 Pit

5. ID Number: # 87280

6. Facility location (main entrance): 745 County Road 99 North
Walnut Hill, FL - Oak Grove area of Escambia County

7. Location coordinates:

Section: 4 Township: 4N Range: 32W

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

8. Applicant name (operating authority): Escambia Co. Dept. of Solid Waste Mgmnt.

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

ESCAMBIA COUNTY
 DEPARTMENT OF SOLID WASTE MANAGEMENT
 APPLICATION FOR A PERMIT TO CONSTRUCT
 TOWNHIP OF OAK GROVE WASTE MANAGEMENT FACILITY

GENERAL INFORMATION

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

Regional
 Rural
 Industrial
 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 FW

5. I.D. Number: W 67260

6. Facility location (main entrance): 745 County Road 98 North

7. Location coordinates:

Section: 4 Township: 4N Range: 32W
 Latitude: 30° 55' 48" N Longitude: 87° 28' 32" W

8. Applicant name (operating authority): Escambia Co. Dept. of Solid Waste Mgmt.

Filing address: 10058 Federal Road Escambia, FL 32526
 Street or P.O. Box: City County: Escambia

Contact person: Doyle Butler Telephone: (850) 687-2148

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 Land Clearing Debris Pit is a 26 acre site w/ 20 acres used as a repository for land clearing debris. The site is a former borrow pit with an uneven bottom surface, which accepts land clearing debris for use by the County in 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: 7:00am-5:00pm

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-993

Public Hearings Item #: 13.

BCC Regular Meeting

Meeting Date: 07/07/2011

Issue: 5:35 p.m. Public Hearing -Amending Development Order Extension Ordinance 2008-53

From: T. Lloyd Kerr, AICP

Organization: Development Services

CAO Approval:

RECOMMENDATION:

5:35 p.m. Public Hearing for consideration of adopting an Ordinance amending Ordinance Number 2008-53 to allow certain expired Development Orders to remain active through July 7, 2014.

Recommendation: That the Board, at the 5:35 p.m. Public Hearing, adopt the Ordinance which will allow certain expired Development Orders to remain active through July 7, 2014.

BACKGROUND:

Escambia County is business friendly and recognizes the important role of local government in encouraging economic development and jobs creation. Declines in the local and national economy have continued to cause a corresponding decline in new construction activity in Escambia County and throughout the State of Florida. Many development orders have expired without any construction activity having occurred. In 2008 the BCC adopted ordinance 2008-53 extending existing development orders for one year. It is in the best interests of Escambia County to revive certain development orders having an expiration date between 7-01-08 and 7-01-11. The expiration date will be extended until 7-07-14, thereby allowing developers additional time to revive their projects, obtain adequate financing, and invest in our community.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Alison Rogers, County Attorney

PERSONNEL:

No additional personnel are anticipated for the implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of the proposed Ordinance will consist of distribution to interested citizens and staff.

The proposed Ordinance was prepared by the County Attorney's Office. The Development Services Department will ensure proper advertisement.

Attachments

Legal Approval;Draft Ordinance;Draft Ordinance Clean

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: _____

Date: _____

Date requested back by: _____

Requested by: _____

Phone Number: _____



(LEGAL USE ONLY)

Legal Review by _____

Date Received: _____

_____ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

Development Order Extension

Draft Ordinance

1 ORDINANCE NUMBER 2011-____

2
3 AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA,
4 AMENDING ORDINANCE 2008-53 TO ALLOW CERTAIN
5 EXPIRED DEVELOPMENT ORDERS TO REMAIN ACTIVE
6 THROUGH JULY 7, 2014; PROVIDING FOR SEVERABILITY;
7 AND PROVIDING FOR AN EFFECTIVE DATE.
8

9 WHEREAS, the Board of County Commissioners finds that the decline in the
10 economy and construction industry continues to present a threat to the welfare of the
11 people of Escambia County; and,
12

13 WHEREAS, in spite of state action extending some development orders, other
14 development orders were not extended and expired; and,
15

16 WHEREAS, if these development orders cannot be extended, a number of
17 developers will be forced to abandon their projects, which will further exacerbate the
18 decline in new construction and adversely affect the economy of Escambia County; and,
19

20 WHEREAS, the Board finds it is in the best interest of the people and the
21 economy of Escambia County to extend these development orders through July 7,
22 2014.

23
24 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
25 COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:
26

27 Ordinance 2008-53 is hereby amended to read as follows:
28

29 **Section 1.** Site plan development orders that will otherwise expire within one year
30 following the Effective Date of this ordinance shall be automatically extended for an
31 additional year, regardless of whether an extension has been previously granted by the
32 BOA; however, nothing in this ordinance shall preclude developers that have not
33 previously received an extension from the BOA from seeking an extension of their site
34 plan development orders in accordance with Section 2.05.05, Escambia County Land
35 Development Code.
36

37 **Section 2.** Additionally, any development order issued by Escambia County that
38 expired between July 7, 2008 and July 7, 2011 and did not receive an extension
39 pursuant to any state act, is hereby revived and remains active and in full force until July
40 7, 2014. Further, if the development order has not previously been extended by the
41 Board of Adjustment, then the development order may also be extended for one
42 additional year if the procedures set forth in Section 2.05.05, Escambia County Land
43 Development Code Code are utilized to obtain an extension. However, no expired
44 development order shall be revived under this subsection if it qualifies as one of the
45 following:

46 A. A development order under any programmatic or regional general permit
47 issued by the Army Corps of Engineers.

48 B. A development order held by an owner or operator determined to be in
49 significant noncompliance with the conditions of the development order or
50 any other County code or ordinance as established through the issuance
51 of a warning letter or notice of violation, the initiation of formal
52 enforcement, or other equivalent action by the authorizing agency.

53 C. A development order, if revived and granted an extension, that would
54 delay or prevent compliance with a court order.

55
56 **Section 3. Severability.**

57 If any subsection, sentence, clause, phrase or provision of this ordinance is held invalid
58 or unconstitutional by a court of competent jurisdiction, such invalidity or
59 unconstitutionality shall not be so construed as to render invalid or unconstitutional the
60 remaining provisions of this ordinance.

61
62

63 **Section 4. Effective Date.**

64 This Ordinance shall become effective upon filing with the Department of State.

65

66 DONE AND ENACTED this _____ day of July, 2011.

67

68 BOARD OF COUNTY COMMISSIONERS
69 ESCAMBA COUNTY, FLORIDA

70

71

72 _____
Kevin W. White, Chairman

73 ATTEST: ERNIE LEE MAGAHA
74 Clerk of the Circuit Court

75

76

77 _____
Deputy Clerk

78

79 (Seal)

80

81

82 Enacted: _____

83 Filed with Department of State: _____

84 Effective: _____

85

DRAFT

Development Order Extension

Draft Ordinance

Clean Copy

ORDINANCE NUMBER 2011-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING ORDINANCE 2008-53 TO ALLOW CERTAIN EXPIRED DEVELOPMENT ORDERS TO REMAIN ACTIVE THROUGH JULY 7, 2014; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners finds that the decline in the economy and construction industry continues to present a threat to the welfare of the people of Escambia County; and,

WHEREAS, in spite of state action extending some development orders, other development orders were not extended and expired; and,

WHEREAS, if these development orders cannot be extended, a number of developers will be forced to abandon their projects, which will further exacerbate the decline in new construction and adversely affect the economy of Escambia County; and,

WHEREAS, the Board finds it is in the best interest of the people and the economy of Escambia County to extend these development orders through July 7, 2014.

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

Ordinance 2008-53 is hereby amended to read as follows:

Section 1. Site plan development orders that will otherwise expire within one year following the Effective Date of this ordinance shall be automatically extended for an additional year, regardless of whether an extension has been previously granted by the BOA; however, nothing in this ordinance shall preclude developers that have not previously received an extension from the BOA from seeking an extension of their site plan development orders in accordance with Section 2.05.05, Escambia County Land Development Code.

Section 2. Additionally, any development order issued by Escambia County that expired between July 7, 2008 and July 7, 2011 and did not receive an extension pursuant to any state act, is hereby revived and remains active and in full force until July 7, 2014. Further, if the development order has not previously been extended by the Board of Adjustment, then the development order may also be extended for one additional year if the procedures set forth in Section 2.05.05, Escambia County Land Development Code Code are utilized to obtain an extension. However, no expired development order shall be revived under this subsection if it qualifies as one of the following:

- A. A development order under any programmatic or regional general permit issued by the Army Corps of Engineers.
- B. A development order held by an owner or operator determined to be in significant noncompliance with the conditions of the development order or any other County code or ordinance as established through the issuance of a warning letter or notice of violation, the initiation of formal enforcement, or other equivalent action by the authorizing agency.
- C. A development order, if revived and granted an extension, that would delay or prevent compliance with a court order.

Section 3. Severability.

If any subsection, sentence, clause, phrase or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this _____ day of July, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Deputy Clerk

(Seal)

Enacted: _____
Filed with Department of State: _____
Effective: _____



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-1001 **Clerk & Comptroller's Report** **Item #: 14. 1.**

BCC Regular Meeting

Meeting Date: 07/07/2011
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 four Reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date June 24, 2011, in the amount of \$2,248,020.23; and

B. The following three Disbursements of Funds:

- (1) June 9, 2011, to June 15, 2011, in the amount of \$1,654,551.28;
- (2) June 16, 2011, to June 22, 2011, in the amount of \$3,674,821.96; and
- (3) June 23, 2011, to June 29, 2011, in the amount of \$2,375,250.78.

Attachments

20110707 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 24, 2011

Check No:	\$0.00
Direct Deposits:	\$1,187,841.32
Total Deductions and Matching Costs:	\$1,060,178.91
Total Expenditures:	\$2,248,020.23

2011 JUN 22 12:00 PM
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FL



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

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

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

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:

06/09/11 to 06/15/11

DISBURSEMENTS

Computer check run of:

<u>06/15/11</u>	\$ <u>1,499,767.86</u>
<u>L-Vendor</u>	\$ <u>87,815.85</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>55,653.56</u>
Credit Card Purchases	\$ <u>11,314.01</u>

Total Disbursement by Wire

\$ 66,967.57

TOTAL DISBURSEMENTS

\$ 1,654,551.28

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 16 A 8:33
 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: 06/16/11 to 06/22/11

DISBURSEMENTS

Computer check run of:	<u>06/22/11</u>	\$ <u>3,318,788.93</u>
	<u>L-Vendor</u>	\$ <u>0.00</u>
Hand-Typed Checks:		\$ <u>0.00</u>
Disbursement By Wire:		
Dental Insurance	\$ <u>49,103.20</u>	
Credit Card Purchases	\$ <u>18,703.00</u>	
Perdido Landfill Mining Project Aero Training & Rental, Inc	\$ <u>288,226.83</u>	
Total Disbursement by Wire		\$ <u>356,033.03</u>
TOTAL DISBURSEMENTS		\$ <u><u>3,674,821.96</u></u>

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 23 PM 12:19
 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:

06/23/11 to 06/29/11

DISBURSEMENTS

Computer check run of:

<u>06/29/11</u>	\$ <u>1,798,239.45</u>
<u>L-Vendor</u>	\$ <u>91,320.62</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>170,979.23</u>
Credit Card Purchases	\$ <u>9,016.62</u>
FL Tourism - Deep Water Horizon Oil Spill Pensacola Bay Area Chamber	\$ <u>305,694.86</u>

Total Disbursement by Wire

\$ 485,690.71

TOTAL DISBURSEMENTS

\$ 2,375,250.78

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 30 P 1:08
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FLORIDA



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-984 **Clerk & Comptroller's Report** **Item #: 14. 2.**

BCC Regular Meeting

Meeting Date: 07/07/2011
Issue: Acceptance of Documents
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the Order of Prohibition (Fire Safety) Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the Order of Prohibition (Fire Safety), prohibiting open burning (to include, but not be limited to, campfires, wildfires, bonfires, trash burning, and other similar forms of incineration) and fireworks, in both the incorporated and unincorporated areas of the County, effective June 15, 2011, until terminated by public notice issued by the Fire Chief when the threat of major wildfire emergencies in the local area has been significantly reduced, as executed by Daniel R. Spillman, Fire Chief, Escambia County, and provided to the Clerk to the Board's Office on June 15, 2011.

Attachments

20110707 CR I-2



Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

CLARENCE LEE, PH.D. CLERK OF COUNTY ESCAMBIA COUNTY, FL.
2011 JUN 15 P 4:4
AT THE BOARD OF COUNTY COMMISSIONERS

Order of Prohibition (Fire Safety)

WHEREAS, Escambia County has been experiencing periods of time without substantial precipitation; and

WHEREAS, an outbreak of major wildfires across the State of Florida has significantly lessened the amount of resources available to the County in the event of a major wildfire in the local area; and

WHEREAS, Governor Rick Scott has declared by Executive Order that a state of emergency exists in the State of Florida due to the current potential for wildfires; and

WHEREAS, Escambia County Ordinance 2008-57, Sec. 50-1 provides for the prohibition of open burning and the use of fireworks.

NOW, THEREFORE, pursuant to the authority granted by Chapter 50, Section 50-1 (a) of the Escambia County Code of Ordinances, the following activities are hereby prohibited in both the incorporated and unincorporated areas of the County: the carrying out of open burning (to include, but not be limited to campfires, wildfires, bonfires, trash burning, and other similar forms of incineration) and fireworks as set forth in Section 50-1(c) of the Code of Ordinances.

The following activities are exempted from this order: state permitted burns, authorized fireworks displays, fireworks sales which are authorized by state law, and outdoor cooking in barbecue grills, smokers, or other outdoor stoves located at private residences.

This prohibition shall remain in effect until terminated by public notice issued by the Fire Chief when the threat of major wildfire emergencies in the local area has been significantly reduced.

Daniel R. Spillman
Fire Chief, Escambia County

Order of Prohibition Date: June 15, 2011

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com



7/7/2011
CR I-2



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-1002 **Clerk & Comptroller's Report** **Item #: 14. 3.**

BCC Regular Meeting

Meeting Date: 07/07/2011
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 Regular Board Meeting held June 16, 2011;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 16, 2011; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held June 9, 2011 (**Backup to be distributed under separate cover**).

Attachments

20110707 CR I-3

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JUNE 16, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:00 a.m. – 9:48 a.m.)

Present: Commissioner Kevin W. White, Chairman, District 5
Commissioner Wilson B. Robertson, Vice Chairman, District 1
Commissioner Grover C. Robinson, IV, District 4
Commissioner Gene M. Valentino, District 2
Commissioner Marie K. Young, District 3
Mrs. Lisa N. Bernau, Chief Deputy Clerk, representing the
Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller
Mr. Charles R. "Randy" Oliver, County Administrator
Mrs. Alison Rogers, County Attorney
Mrs. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Mrs. Doris Harris, Deputy Clerk to the Board
Mrs. Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., June 16, 2011, Regular Board Meeting, was reviewed as follows:
 - A. County Administrator Oliver, County Attorney Rogers, and Judy H. Witterstaeter, Administrative Assistant, 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. County Administrator Oliver, Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, Patrick T. "Pat" Johnson, Director, Solid Waste Management, Joy D. Blackmon, Director, Public Works Department, and Larry M. Newsom, Assistant County Administrator, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Valentino and County Administrator Oliver reviewed Commissioner Valentino's add-on items.

NAME

DEPARTMENT/AGENCY

1	Joy Blackmon	P. Works
2	Dawn Jack	BCC Dist. 5
3	Laura Brazwell	BCC Dist. 1
4	Bob Betts	C+E/Mosquito Control
5	Dale Baker	BID
6	LLOYD KERR	DSS
7	Norme Jones	DSD
8	Eva Peterson	CRA - CED
9	Pat Johnson	DSW
10	Meredith Reeves Munnari	NEFI
11	Sandra Slay	ENV ENF
12	Marilyn Wesley	DCA
13	Norborna Bin	Administration
14	Bob Dennis	MBS/Purchasing
15	Don & Leo Barber	
16	Deana Stalwood	Comm Affairs
17	DAVID MUsSELWHITE	I.T.
18	Swan Hendrix	CAO
19	Don Jones	NR
20	Ang Lopez	MBS
21	Stephen Hall	MBS
22	John	Fire-leave
23	John L. Lewis	E C F R
24	Mike Wavel	PS
25	Larry Mordkin	PW
26	John W D	PW FACILITIES
27	Claudia Simmons	Church
28	Wes Mironow	P/W
29	Felicia Knight Marlow	CED - Extension
30	Sonya Daniel	PIO

NAME

DEPARTMENT/AGENCY

1	Cam Johnson	PIO
2	Brandi Ziglar	PIO
3	Dean Kirschner	D#2
4	Susan Holt	CGO/SWM/P&R
5	Dianne Simpson	Co. Atty. Office
6	Paul [unclear]	PNJ
7	Ken Gordon	ECAT
8	Paul Lively	COTD
9	Bicky Azeltor	BCC DY
10	Jan M. Neumann	County Admin
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NAME

DEPARTMENT/AGENCY

1	Alissa Poyer	6/16/11
2	Sam L. Bliss	6/16/11 BCC
3	Maree Young	BCC
4	Aimee Valentini	BCC
5	Wilson Robertson	BCC
6	KEVIN W WHITE	BCC
7	Judy H. Witterstaler	CAO
8	Charles R. Owen	COUNTY ADMINISTRATOR
9	Doris Harris	Clerk to the Board
10	Patty Sheldon	Clerk + Comptroller Finance
11	Lisa Bernau	Clerk + Comptroller
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-963 **Growth Management Report** **Item #: 14. 1.**
BCC Regular Meeting **Public Hearing**

Meeting Date: 07/07/2011
Issue: 5:45 p.m. - Public Hearing - LDC Ordinance - Article 6 "Motorized Commercial Recreational Uses"
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

5:45 p.m. A Public Hearing Concerning the review of an LDC Ordinance Article 6, Motorized Commercial Recreational Uses

That the Board review an Ordinance to the Land Development Code (LDC) amending Article 6, Section 6.05.22.B.23 to add motorized commercial recreational uses (with a minimum lot size of 20 acres) as a permitted use in the VAG zoning districts, and add golf courses, tennis centers, swimming clubs and customary attendant facilities and accessory buildings as permitted uses in the VAG zoning districts. Amending Article 6, Section 6.05.22.D.2, to remove golf courses, tennis centers, swimming clubs and customary attendant facilities and accessory buildings as conditional uses in the VAG zoning districts.

This hearing serves as the first of two required public hearings before the Board of County Commissioners (BCC) as set forth in LDC Section 2.08.04(b) and F.S. 125.66(4)(b).

BACKGROUND:

At the March 7, 2011 Planning Board meeting, a citizen presented a question to the Planning Board to allow motorized commercial recreational uses in the VAG zoning districts. Because of the large land area in the VAG zoning districts, the Planning Board directed staff to research this type of use in other surrounding counties. At the April 11, 2011 Planning Board meeting, the board directed staff to draft an Ordinance allowing motorized commercial recreational uses (with a minimum lot size of 20 acres) as a permitted use in the VAG zoning districts. In addition, change golf courses, tennis centers, swimming clubs and customary attendant facilities and accessory buildings from conditional uses to permitted uses in the VAG zoning districts.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance was reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any suggested legal comments are attached herein with the respective Ordinance to which they pertain.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Legal Approval; Draft Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Article 6, "Motorized Commercial Recreational Uses"

Date: June 1, 2011

Date requested back by: 6/13/11

Requested by: Allyson CAin

Phone Number: 595-3547



(LEGAL USE ONLY)

Legal Review by 

Date Received: June 9, 2011

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

Art. 6 "Motorized Commercial Recreational Uses"

LDC Ordinance

Ordinance Draft 2A

ORDINANCE NUMBER 2011- _____

1
2
3 **AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA,**
4 **AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF**
5 **ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF**
6 **ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING**
7 **ARTICLE 6, SECTION 6.05.23.B., TO ADD MOTORIZED**
8 **COMMERCIAL RECREATIONAL USES (WITH A MINIMUM**
9 **LOT SIZE OF 20 ACRES) AND GOLF COURSES, TENNIS**
10 **CENTERS, SWIMMING CLUBS AND CUSTOMARY**
11 **ATTENDANT FACILITIES AND ACCESSORY BUILDINGS AS**
12 **PERMITTED USES IN THE VAG ZONING DISTRICTS;**
13 **AMENDING ARTICLE 6, SECTION 6.05.22.D.2, TO REMOVE**
14 **GOLF COURSES, TENNIS CENTERS, SWIMMING CLUBS**
15 **AND CUSTOMARY ATTENDANT FACILITIES AND**
16 **ACCESSORY BUILDINGS AS A CONDITIONAL USE IN THE**
17 **VAG ZONING DISTRICTS; PROVIDING FOR SEVERABILITY;**
18 **PROVIDING FOR INCLUSION IN THE CODE AND**
19 **PROVIDING FOR AN EFFECTIVE DATE.**
20

21 **WHEREAS,** the intent of this Ordinance is to add motorized commercial
22 recreation uses as a permitted use in VAG zoning districts with a minimum lot
23 size of 20 acres and change golf courses, tennis centers, swimming clubs and
24 customary attendant facilities and accessory buildings as conditional uses to
25 permitted uses in VAG zoning districts.
26

27 **NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY**
28 **COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:**
29

30 **Section 1.** Part III of the Escambia County Code of Ordinances (1999) the
31 Land Development Code of Escambia County, Article 6, "Section 6.05.22", is
32 hereby amended as follows:
33

34 *6.05.22. VAG villages agriculture districts.*
35

36 VAG 1-- Gross density (five dwelling units per 100 acres on one-acre parcels).
37

38 VAG 2-- Gross density (one dwelling unit per five acres). Minimum lot size = five acres
39 unless clustered. If clustered, minimum lot size = one acre.
40

41 *B. Permitted uses.*
42

43 23. Motorized commercial recreation uses (minimum lot size 20 acres).
44

DRAFT

1 **Section 4. Effective Date.**

2
3 This Ordinance shall become effective upon filing with the Department of State.

4
5 **DONE AND ENACTED** this _____ day of _____, 2011.

6
7 **BOARD OF COUNTY COMMISSIONERS**
8 **OF ESCAMBIA COUNTY, FLORIDA**

9
10 By: _____
11 **Kevin W. White, Chairman**

12
13 **ATTEST: ERNIE LEE MAGAHA**
14 **Clerk of the Circuit Court**

15
16 By: _____
17 **Deputy Clerk**

18
19 **(SEAL)**

20
21 **ENACTED:**

22
23 **FILED WITH THE DEPARTMENT OF STATE:**

24
25 **EFFECTIVE DATE:**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1000 **Growth Management Report** **Item #: 14. 1.**
BCC Regular Meeting **Consent**

Meeting Date: 07/07/2011
Issue: Schedule of Public Hearings
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearing(s)

That the Board authorize the scheduling of the following three Public Hearings:

Thursday, August 4, 2011

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on July 11, 2011.

Case No.: **Z-2011-10**
Location: 10100 Aileron Ave
Property Reference No.: 24-2S-31-4105-000-000
Property Size: 5.88 (+/-) acres
From: SDD, Special Development District (non-cumulative) low density (3 du/acre)
To: ID-1, Light Industrial, (cumulative) (no Residential uses allowed)
FLU Category: C
Commissioner District: 1
Requested by: Wiley C. "Buddy" Page, Agent for Patrick and Carolyn Brown, owners

Case No.: **Z-2011-11**
Location: 4410 N Palafox St
Property Reference No.: 08-2S-30-7001-004-001
Property Size: 1.75 (+/-) acres
From: C-1, Retail Commercial district (cumulative)
To: ID-CP, Commerce Park District (cumulative) no residential uses allowed
FLU Category: MU-U, Mixed Use Urban

Commissioner 3
District
Requested by: Paul Jansen, Owner

Case No.: Z-2011-12
Location: 1950 Mathison Rd
Property Reference No.: 21-2N-31-3301-019-001
Property Size: 5.59 (+/-) acres
From: VR-1, Village Rural Residential District (1du/4 acres)
To: VR-2, Village Rural Residential District (1 du/.75 acre)
FLU Category: RC, Rural Community
Commissioner District: 5
Requested by: Bryan Madril, agent for Peggy Jackson, owner

Case No: Z-2011-13
Location: 9015 Fowler Ave
Property Reference No.: 10-1S-30-1101-124-002
Property Size: .96 (+/-) acre
From: R-5, Urban Residential/ Limited Office District (cumulative) Hight Density, (20 du/acre)
To: C-2, General Commercial and Light Industrial Manufacturing District, (cumulative) (25 du/acre)
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 5
Requested by: Wiley C. "Buddy" Page, agent for Charles Holt, owner

2. 5:46 p.m. - A Public Hearing - LDC Ordinance - Article 6 " Motorized Commercial Recreational Uses"

3. 5:47 p.m. - a Public Hearing - LDC Ordinance - Article 6 "Uses and Parking of Recreational Vehicles"



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-987

County Administrator's Report Item #: 14. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/07/2011

Issue: Appointments/Re-appointments to the BID Inspections Fund Advisory Board (IFAB)

From: T. Lloyd Kerr, AICP

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments/Re-Appointments to the Building Inspections Division (BID) Inspections Fund Advisory Board (IFAB) - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board take the following action concerning appointments/re-appointments to the Building Inspections Division (BID) Inspections Fund Advisory Board (IFAB):

A. Appoint James P. "Jim" Harris, Coastal Bank and Trust, to fill the unexpired term of Christopher Moorhead, who recently resigned due to serious personal illness, effective July 8, 2011, through September 30, 2012, (Licensed Architect, Professional Engineer or Construction Lending and Finance);

B. Waive Board Policy B.1, Appointment Policy and Procedures, and re-appoint the following two members for a three-year term, effective October 1, 2011, through September 30, 2014:

1. Bob Price, Jr., RGC, CRC, Bob Price, Jr., Builder, Inc., (Construction Industry Trade); and

2. William E. Merrill, P.E., (Licensed Architect, Professional Engineer or Construction Lending and Finance); and

C. Request the County Administrator's Office to provide a letter of appreciation to Mr. Moorhead for his years of service on the BID IFAB.

BACKGROUND:

The Board adopted Escambia County Ordinance Number 2004-56, Chapter 46, Article VI, Section 46-286, Code of Ordinances of Escambia County, Florida on August 19, 2004, effective August 25, 2004. This Ordinance provides for appointment of members to the BID IFAB by the Board of County Commissioners (BCC), with the names of individuals to be submitted by the Home Builders Association of West Florida to the BCC.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance Number 2004-56, Chapter 46, Article VI, Section 46-286, Code of Ordinances of Escambia County, Florida, adopted by the BCC on August 19, 2004, and effective August 25, 2004, provides that members of the BID IFAB shall be appointed by the BCC for three-year terms, with terms to be staggered so the terms of some members expire each year.

IMPLEMENTATION/COORDINATION:

The BID IFAB shall meet at least quarterly in accordance with the requirements of Florida's Government in the Sunshine Law with the Building Official to review compliance and make recommendations on the Division's budget, service fees and costs, and other related financial matters.

The Home Builders Association of West Florida was originally contacted and continues to be the source, as required by Ordinance for submission of the names of persons who shall be engaged in the construction industry trades regulated by the Building Inspections Division and the names of persons who are either a licensed architect, professional engineer, or other person engaged in construction lending and finance.

Attachments

Harris, Jim - 2011 Resume

Price, Bob - 2011 Resume

Merrill, William - 2011 Resume

James P. “Jim” Harris
Coastal Bank and Trust
400 West Garden Street
Pensacola, Florida 32502
850.436.5092 or 850.494.7841

- **Education:**

- B.S. Accounting- Miami University, Oxford, Ohio
- M.B.A. – Marshall University, Huntington WV
- Commercial Lending School-Robert Morris Associates- East Carolina University
- Certified Lender Business Banking Designation-Institute of Certified Bankers

- **Work History:**

- 20+ years banking experience, mainly in commercial lending and small business banking areas.
- **Coastal Bank and Trust: Commercial Banker- Vice-President-** Pensacola, FL 2008-Present
 - Develops and manages commercial banking client relationships in the Escambia - Santa Rosa County markets.
- **Bank of America- Home Builder Division-** Pensacola, FL 2002-2007
 - Provided a wide variety of construction and development financing to private homebuilders and residential developers from Baldwin County, Alabama to Bay County, Florida.
- **SunTrust Bank-Business Banking Department-** Pensacola, FL 1997-2002
 - Managed small business loan portfolio working with bank client managers from Pensacola to Tallahassee, FL, including approval and underwriting of commercial loans through the U.S Small Business Administration.
 - Provided commercial lending solutions to small business clients in the greater Pensacola market area.
- **Bank One, West Virginia-** Commercial Loan Officer- Huntington WV–1993-2001
 - Provided commercial lending solutions to mainly small business clients in the greater Huntington, WV market area, including commercial lending through the U.S. Small Business Administration.
- **The First-Huntington National Bank-**Huntington, WV 1986-1992
 - Charge Card Department Manager-managed the department providing charge card products for consumers.
 - Credit Analyst-supported the commercial loan officers through credit analysis and underwriting of commercial loan clients.

- **Community & Organizational Involvement:**

- Home Builder Association of West Florida Membership Committee-2007-Present
 - Membership Chairman-2011
 - Membership All-Star-2009
- West Florida Regional Planning Council-2007 to Present
 - Brownfields’ Cleanup Revolving Loan Fund Manager-2009-Present
 - Comprehensive Economic Development Strategy (CEDS) Committee-2008-Present
- Greater Pensacola Area Chamber of Commerce- Ambassador Comm.-1998-2006

- Leadership Pensacola (LeaP) Class of 1999
- Olive Baptist Church, Pensacola, Florida 1997- Present
 - Adult Sunday School Teacher-1998-Present
 - Deacon- 2001-2003; 2005-2007 & 2009-Present
 - 2020 Vision Planning Team 2005-2008
 - UpWard Basketball 3rd-4th Grade Boys Basketball Coach-2003-Present
- Gulf Coast Council of the Boy Scouts of America-Friends of Scouting-2002-08
- United Way Campaign Coordinator- Bank of Pensacola (Coastal Bank and Trust)-2008
- American Diabetes Association- Taste of Pensacola Committee-1998-2001

BOBBY B. PRICE JR., RGC, CRC

1323 Soaring Blvd. · Cantonment, FL 32533 · (850) 336-5509 · bjbuild1@cox.net

EXECUTIVE SUMMARY

Proven, successful, second-generation construction industry executive with 30 years' cumulative experience spanning all aspects of the business: from entry-level land clearing, framing, and trim; to corporate management, development, finance, strategy, and marketing.

PROFESSIONAL EXPERIENCE

Founder/CEO, Bob Price, Jr., Builder, Inc.

Pensacola, FL

1987 – Present

Established and continue to operate custom home building company based in northwest Florida and licensed in both Florida and Alabama, which has undertaken individual developments and a 78-unit multifamily complex up to \$6 million in value, with peak annual revenue of \$X million.

Personally responsible for all phases of executive management and oversight of:

- Cost estimation and budgeting;
- Management of corporate banking relationships;
- Maintenance of collegial relations with public oversight boards and regulatory bodies;
- Site preparation and development;
- Supply and logistics;
- Sales, marketing, and contract negotiation; and
- Management of subcontractors to insure timely completion.

Individual honors have included:

- Built the 1993 American Dream Home, for the Homebuilders Association of NW Florida;
- Past President (2006) and board member (since 1993) of Homebuilders Association of Northwest Florida;
- 2007 Homebuilders Association of Northwest Florida Builder of the Year, recognized for outstanding community service and dedication to the homebuilding industry;
- Appointed (2008) to Escambia County, FL Building Inspection Department Advisory Board;
- Appointed (2008) to Selection Committee for Escambia County, FL Chief Building Inspector
- Appointed (2009) to the Board of Adjustments for Escambia County, FL.

Press mentions and accolades:

- Contracting Business magazine, July 2003: Winner, 2002 Quality Home Comfort Award for new construction up to 4,001 square feet;
- Florida Home Builder Magazine, September 2003: Winner, 2002 Grand Aurora Energy award
- Pensacola News Journal, December 22, 2003, 'Money' Section: "Homebuilder Builds with Energy-Savings in Mind."
- Builder/Architect Magazine, May/June 2006: Featured article
- Florida Trend Magazine, December 2009: Feature on First EarthCents subdivision, a partnership with The Southern Company.

**Co-Founder, Sweetwater Homes and Land, LLC
Pensacola, FL**

2008-present

In partnership with The Southern Company, established an EarthCents home development company with the mission of providing high quality, energy efficient, and affordable homes to first-time buyers and others in Northwest Florida with a focus on lower utility bills, a long-term commitment to energy-efficiency, and conservation natural resources for future generations.

Bob Price Homes, Inc.

Pensacola, FL

1976 – 1986

Apprenticed under Bob Price, Sr. throughout school and college years, learning all aspects of the homebuilding business from a hands-on perspective. Performed all duties associated with the construction of a new home from site clearing and preparation; to clean-up, framing, and trim; to supervision and management of logistics.

EDUCATION

UNIVERSITY OF SOUTHERN MISSISSIPPI – Hattiesburg, Mississippi: Bachelor of Science, Construction Engineering, 1986

PROFESSIONAL DESIGNATIONS AND LICENSES

General Contractors license, Santa Rosa County, Florida, RG0053593

Residential Contractors license, State of Florida, CRC1328354

Residential Contractors license, Baldwin County, Alabama, 00610

REFERENCES

Available upon request

William L. Merrill, P.E.
1164 Finch Drive
Gulf Breeze, Florida 32563
(850) 934-7761
wmerrill@rebuildnwf.org

Florida P.E. Registration No. 55876

Alabama P.E. Registration No. 23396

Experience:

Rebuild Northwest Florida, Inc. Pensacola Florida

November 2010

Assistant Director

Present

- As the assistant director, my duties included management of the engineering and inspection department with the purpose of retrofitting existing homes pursuant to substantially improving structural wind resistance. The program inspects and evaluates between forty and seventy homes a week, provides engineering design and monitors construction of retrofits. Rebuild Northwest Florida, Inc. is a private non-profit organization primarily funded through FEMA (with oversight from the Florida Department of Emergency Management.)

Merrill Parker Shaw, Inc.: Pensacola Florida

March 2002

Owner

Present

- As a part owner and the principal engineer for the firm, my duties include managing a staff of engineers and engineering technicians. Additionally, I perform engineering design, master planning, coordination, review, inspection, permitting, rezoning requests, property vacation, future-land-use amendments, and management of projects. Some of my duties include administration task such as staff hiring, raises, terminations and review of employees under my direction.
 - Design, permitting and inspection of over twenty residential subdivisions including developments with over 900 lots;
 - Big-box commercial site development;
 - Roadway design;
 - Bridge design;
 - Design of over 100 residential homes (structural wind load);
 - Wind mitigation insurance inspections;
 - Environmental design and permitting;
 - Storm water damage expert witness; and,
 - Contract administration.

Northwest Florida Engineering and Surveying, Inc., Pensacola, Florida

March 1998

Partner/Engineering Manager

March 2002

Engineering Manager/Project Engineer

- From July 2000 to March 2002, I was the engineering manager for the firm. As the manager, I was the primary reviewer and engineer of record for the company. I managed a staff of project engineers, planners, design engineers, engineering technicians, draftsmen, and clerical personnel. My responsibilities include

making design decisions, staff hiring, raises, terminations, and reviews. I was responsible to the Board of Directors for the engineering department's budgets, timeframes, quality, and personnel issues.

- From April 1998 to July 2000, I was a project engineer for Northwest Florida Engineering and Surveying, Inc. I worked on various residential subdivisions and commercial developments including design and permitting.

Experience Includes:

- Storm water management and design;
 - Sanitary sewer system design (including lift stations);
 - Potable water design;
 - Roadway design;
 - Expert Witness
 - Contract administration;
 - Coordination with clients, contractors, government agencies and architects;
 - Property re-zoning, variances, conditional uses and comprehensive plan amendments; and,
 - Permitting (FDEP, ADM, FEMA, FDOT, NFWFMD, State Health Departments, Local Counties, and Cities).
- As the project Engineer, I was also the designer of many projects with environmentally sensitive lands. My experience includes:
 - Wetland dredge and fill permitting;
 - Phase I and Phase II environmental site assessments;
 - Submerged land leases;
 - Onsite sewage disposal systems;
 - Marina, breakwater and pier permits;

JWM Engineering Inc., Luverne, Alabama
Design Engineer and Office Manager

April 1997
April 1998

- I worked with JWM Engineering, Inc. as a design engineer with duties including engineering design of municipal projects such as street resurfacing, bridge replacement and storm water management. I also worked as a design engineer for several residential subdivisions and commercial site development projects.
- Experience included design and construction management of one pre-cast concrete bridge.

Crenshaw County Commission, Luverne, Alabama.
Assistant County Engineer

January 1995
April 1997

- I worked directly for the County Engineer as a designer, inspector and project manager. My duties included permitting, drafting, engineering design, surveying, public meetings, and contract administration. I also performed annual inspections of county bridges, erosion control projects, and oversight of private contractors working on projects for the county.

- Experience included design and construction management of three pre-cast concrete bridges.

Education:

Auburn University; Auburn, Alabama

Degree: B.S. Civil Engineering in December 1994

Elective Course Work:

- Storm Water Drainage Design;
- Geometric Design;
- Soil Stabilization; and,
- Reinforced Concrete Design Project.

Continuing Education and Certifications:

ALDOT Bridge Inspection ALDOT Concrete Technician
ALDOT Paving Technician ALDOT Nuclear Density Certification
NPDES Inspector FDOT 3.1 Qualified Consultant
 15+ hours of continuing education yearly since graduation

Other:

- Registered Professional Engineer in Alabama and Florida;
- Five years of part time experience with a construction company and one year part-time experience with a survey crew;
- Qualified by the Escambia County Hearing Officer as an expert in the area of Land Development;
- Home Builders of Northwest Florida Government Affairs Member;
- Home Builders of Northwest Florida Board Member;
- Member of The Escambia County Build Inspection Fund Oversight Board;
- Past City of Gulf Breeze Development Review Board Member; and,
- Current Santa Rosa County Zoning Board Member (Past Chairman).

Personal:

- Married with two children;
- Member Gulf Breeze United Methodist Church; and,
- Vice President of Crane Cove Homeowner’s Association.

References:

- Multiple references per request.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-976

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/07/2011

Issue: Community Center License and Management Agreement with Mayfair/Oakcrest Neighborhood Watch Association, Inc.

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Center License and Management Agreement with Mayfair/Oakcrest Neighborhood Watch Association, Inc. - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Community Center License and Management Agreement between the County and Mayfair/Oakcrest Neighborhood Watch Association, Inc., for the Mayfair Community Center, with an effective date of February 9, 2010.

BACKGROUND:

The Department of Community Affairs, at the direction of the Board of County Commissioners, has partnered with local, non-profit organizations in the management of community centers throughout the county. These organizations assist in providing a vital service to the citizens of their communities by their operations. The Mayfair/Oakcrest Neighborhood Watch Association, Inc. is the current management partner of the Mayfair Community Center.

The majority of the County-owned community centers operate under Community Center License and Management Agreements. A partially executed copy of the agreement has been attached to the recommendation for reference purposes.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Community Center License and Management Agreement was prepared in conjunction with the County Attorney 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 such agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will coordinate all efforts on behalf of the County with the respective organization regarding the agreement.

Attachments

License and Management Agreement for Mayfair Community Center

**COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT**

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this **9th** day of **February, 2010** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Ste. 420 Pensacola, Florida (County), and **Mayfair/Oakcrest Neighborhood Watch Association, Inc.**, a Florida not-for-profit corporation whose address is **701 South Madison Drive, Pensacola, FL 32505** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **Mayfair Community Center**, (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

- 1. COMMUNITY CENTER USE AND MANAGEMENT.** The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization agrees that the

Community Center will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the Organization's scheduled activities.

During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers various programs for the public benefit and will organize programs in accordance with the terms in the Agreement. The Organization has priority in scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

The Organization may grant preferences to programs designated as group activities.

The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises.

2. **TERM.** The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of the three (3) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The Agreement will automatically renew for two (2) additional one (1) year terms unless thirty (30) days prior to the end of any renewal term, either the Organization or the County gives written notice of intent not to renew. The term of this Agreement begins on the 9th day of February, 2010 and ends on the 8th day of April, 2013.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar (\$1) per year, payable in advance for the initial agreement term of three (3) years. The County acknowledges receipt of three dollars (\$3).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

**County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502**

TO THE ORGANIZATION

**Mayfair/Oakcrest Neighborhood Watch
Association, Inc.
701 South Madison Drive
Pensacola, Florida 32505**

With a copy to:

**County Attorney's Office
221 Palafox Place, 430
Pensacola, Florida 32502**

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. ORGANIZATION DOCUMENTS. At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County; certificate of insurance, financial report, board member roster, activity report, and organization equipment inventory. Failure to provide said documents to the County by November 1 of any year could result in the termination of this Agreement.

6. MEDIATION. The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. CONSTRUCTION OF IMPROVEMENTS. The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. MAINTENANCE. The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. REVENUE/INCOME. Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense.

10. EQUIPMENT. An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to

abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. HEADINGS. Headings and subtitles used throughout this agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$500,000 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, and sports participation cannot be excluded. The Organization must also require any other organization using the Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$500,000 per event and issue certificates to other organizations using the Community Center for special events.

All insurance carriers must be rated "A minus," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502**, as an "additional insured" and the "certificate holder". Certificates must be mailed to the **Department of Community Affairs/Division of Community Services, 221 Palafox Place, Suite 210A, Pensacola, Florida 32502**. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses.

Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center 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 Community Center.

21. SMOKING AND ALCOHOL POLICY. Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. **ACKNOWLEDGEMENT.** The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:

Board of County Commissioners
Escambia County, Florida

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

Kevin W. White, Chairman
This document approved as to form
and legal sufficiency.

By: [Signature]
Title: HOA
Date: 6/10/11

ORGANIZATION:

Mayfair/Oakcrest Neighborhood Watch
Association, Inc.
701 South Madison Drive
Pensacola, FL 32505

Witness: [Signature]
Print Name: Chris Estridge

Witness: [Signature]
Print Name: MELANIE ROWELL

By: [Signature]
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of **June, 2011**, by **Myra Simmons**, as **President of Mayfair/Oakcrest Neighborhood Watch Association, Inc.** He/She is personally known to me, or produced identification. Type of identification produced FLDL.

(Notary Seal)



[Signature]
Signature of Notary Public

Deana Stallworth
Printed Name of Notary Public



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-962

County Administrator's Report Item #: 14. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/07/2011

Issue: Request a Public Hearing to Consider an Ordinance Establishing an Economic Development Ad Valorem Tax Exemption (EDATE) for The Lewis Bear Company

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Request for a Public Hearing to Consider an Ordinance Establishing an Economic Development Ad Valorem Tax Exemption for The Lewis Bear Company - Charles R. "Randy" Oliver, County Administrator

That the Board authorize the scheduling of a Public Hearing, Thursday, July 21, 2011, at 5:32 p.m., for consideration of adopting an Ordinance establishing an Economic Development Ad Valorem Tax Exemption (EDATE) for The Lewis Bear Company, for 23% of their business expansion for up to 10 years.

BACKGROUND:

On May, 6, 2010 the Board adopted a Resolution establishing the Board's intent to adopt an Ordinance for an Economic Development Ad Valorem Tax Exemption (EDATE) for The Lewis Bear Company for up to 10 years.

The Lewis Bear Company, headquartered in Pensacola, Florida, has plans to expand their existing warehousing capabilities in Northwest Florida. The expansion will result in an estimated \$3.5M capital investment, retention of 8-10 current employees as well as an additional 2-3 newly created jobs. The Lewis Bear Company currently employs 100 individuals with an average wage of \$55,077, which is more than 150% of the average wage of the Pensacola Metropolitan Statistical Area.

Per the criteria found in Section 90-147 of the Escambia County Code of Ordinances, The Lewis Bear Company, qualifies for this exemption of ad valorem tax, on their business expansion. Exemptions may be approved for up to 100% of the County tax for a period of up to 10 years. Per Ordinance 92-43, applications for exemptions shall be considered by the Board of County Commissioners on a case-by-case basis for each Application, after consideration of the Property Appraiser's Report on that Application.

BUDGETARY IMPACT:

The Property Appraiser's Office estimates loss of revenue for the current Fiscal Year for this specific EDATE to be \$26,117.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Ordinance was approved by the County Attorney's Office as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Escambia County Property Appraiser's Office. The original will be filed with the Department of State.

Attachments

Lewis Bear Company Application

**Economic Development Ad Valorem Property Tax Exemption
Chapter 196.1995, Florida Statutes**

DR-418
R. 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both, no later than March 1 of the year the exemption is desired to take effect.

1. Business Name and Mailing Address: The Lewis Bear Company, 6120 Enterprise Drive, Pensacola, Florida 32505
2. Please give name and telephone number of Owner or Person in charge of this Business.
Name Lewis Bear, Jr. Telephone Number 850-434-9612
3. Exact Location (Legal Description and Street Address) of Property for which this return is filed: 6120 Enterprise Drive, Pensacola, Florida
4. Date you began, or will begin, business at this facility: September 2004
5. a. Description of the improvements to real property for which this exemption is requested: 35,000 SF warehouse expansion
- b. Date of commencement of construction of improvements: August 30, 2010
6. a. Description of the tangible personal property for which this exemption is requested and date when property was, or is to be purchased:

CLASS OR ITEM	AGE	DATE OF PURCHASED	ORIGINAL COST	TAXPAYER'S ESTIMATE OF Condition			TAXPAYER'S ESTIMATE OF FAIR MARKET VALUE	Condition	APPRAISER'S USE ONLY
				Good	Avg	Poor			

- b. Average Value of inventory on hand: _____
- c. Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.
7. Do you desire exemption as a "New Business" or as an "Expansion of an Existing Business"
8. Describe Type or Nature of Your Business: Beer distributor
9. Trade Level (Check as many as apply) Retail Wholesale Manufacturing Professional Service Office Other
10. a. Number of full-time employees to be employed in Florida 110
- b. If an expansion of an existing business:
- (1) Net increase in employment 13 or 12 %
- (2) Increase in productive output resulting from this expansion 34 %
11. Sales factor for the facility requesting exemption:
- Total sales in Florida from this facility-one (1) location only 55,628,625 divided by
- Total sales everywhere from this facility-one (1) location only 55,628,625 = 100 %
12. For office space owned and used by a corporation newly domiciled in Florida:
- a. Date of incorporation in Florida: _____
- b. Number of full-time employees at this location: _____

I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)

DATE: 4/15/11 SIGNED: _____ (Preparer)

SIGNED: [Signature] (Taxpayer) _____ (Preparer's Address)

TITLE: Vice President _____ (Preparer's Telephone Number)

Property Appraiser's Use Only

- I. Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources: \$95,137,582
- II. Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section: \$1,948,904
- III. Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation: \$26,117
- IV. Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted:
Improvements to real property \$3,661,551 Personal Property \$82,602
- V. I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a New Business , an "Expansion of an Existing Business" , or Neither .
- VI. Last year for which exemption may be applied 2021
- DATE: June 1, 2011 SIGNED: [Signature] (Property Appraiser)

Application to be filed not later than March 1

ORDINANCE NUMBER 2011-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA ENCOURAGING ECONOMIC DEVELOPMENT IN THE COUNTY; ESTABLISHING AN EXEMPTION FROM CERTAIN ESCAMBIA COUNTY AD VALOREM TAXATION FOR THE LEWIS BEAR COMPANY, AN EXPANDING BUSINESS, PURSUANT TO SECTION 196.1995, FLORIDA STATUTES; PROVIDING FOR SHORT TITLE; PROVIDING FOR THE GRANTING OF AND LEGISLATIVE INTENT FOR AN EXEMPTION AS AN EXPANSION OF AN EXISTING BUSINESS PURSUANT TO SECTION 196.1995(8), FLORIDA STATUTES; PROVIDING FOR CERTAIN COUNTY AD VALOREM TAX INFORMATION RELATING TO THE GRANTING OF SUCH EXEMPTION; PROVIDING AN EXPIRATION DATE OF TEN YEARS FOR SUCH EXEMPTION; PROVIDING A FINDING OF FACT THAT THE LEWIS BEAR COMPANY MEETS THE DEFINITION IN SECTION 196.012(16), FLORIDA STATUTES, OF THE EXPANSION OF AN EXISTING BUSINESS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 196.1995, Florida Statutes, as amended, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances authorizes Escambia County to grant certain economic development ad valorem tax exemptions (EDATES) for an expanding business established in the County meeting certain statutory requirements; and

WHEREAS, the Lewis Bear Company is such a business, which has made application to the County for an economic development ad valorem tax exemption for twenty three percent (23%) of the assessed value of certain improvements to real property and to tangible personal property of the Lewis Bear Company, located at 6120 Enterprise Drive, Pensacola, Florida; and

WHEREAS, the Board of County Commissioners finds that the granting of this economic development ad valorem tax exemption to the Lewis Bear Company, is in the best interests of the health, safety, and welfare of the citizens of Escambia County.

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

Section 1. Short Title.

This ordinance shall be known as County Ordinance 2011-____ "Economic Development Ad Valorem Tax Exemption, the Lewis Bear Company".

Section 2. Grant and Legislative Intent.

After consideration of the report of the Escambia County Property Appraiser and the request of the Lewis Bear Company, filed with the Board of County Commissioners on April 15, 2011, and in accordance with the procedures set forth in Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances, "Economic Development Ad Valorem Tax Exemption Regulations of Escambia County, Florida" (Ordinance No. 92-43), the Board of County Commissioners hereby grants and establishes for a period of ten (10) years, effective for calendar year 2012, an exemption from County ad valorem taxation as provided for in Section 196.1995(7), Florida Statutes, as amended, of twenty three percent (23%) of the assessed value of certain improvements to real property and to tangible personal property of the Lewis Bear Company, more particularly described in "Exhibit A" attached hereto and incorporated by reference.

It is the intent of this ordinance that this exemption shall be given for express purpose of facilitating the expansion of an existing business, as defined in Section 196.012(16), Florida Statutes. It is the further intent of this ordinance that the exemption hereby granted to the Lewis Bear Company, shall be solely on the account of and for the use and benefit of said business.

Section 3. Ad Valorem Tax Revenues.

Pursuant to Section 196.1995(9), Florida Statutes, as amended, the following has been determined by the Property Appraiser:

- a. Total Revenue available to the County for the current fiscal year from ad valorem tax sources is \$95,137,582.00.
- b. Revenue lost to the County for the current fiscal year by virtue of exemptions previously granted under this section is \$1,948,904.00.
- c. Estimate of revenue, which would be lost to the County during the current fiscal year, if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation is \$26,117.00.
- d. Estimate of the taxable value lost to the County if the exemption applied for were granted:
 - (1) Improvements to real property \$3,661,551.00.
 - (2) Tangible personal property \$82,602.00.

Section 4. Expiration Date.

The Economic Development Ad Valorem Tax Exemption granted to the Lewis Bear Company, an expansion of an existing business, shall be for a period of ten (10) years and shall expire on December 31, 2021, at 12:01 a.m.

Section 5. Finding of Fact.

The Board of County Commissioners of Escambia County, Florida finds that the Lewis Bear Company, is an expansion of an existing business, as defined by Section 90-148, Escambia County Code of Ordinances and Section 196.012(16), Florida Statutes, as amended.

Section 6. Rating.

The Board of County Commissioners of Escambia County, Florida finds that the Lewis Bear Company, an expansion of an existing business qualifies for a twenty three percent (23%) County ad valorem tax exemption for ten (10) years based upon receiving three (3) out of thirteen (13) points under the criteria found in Section 90-147, Escambia County Code of Ordinances. The Lewis Bear Company accumulated three (3) points under the Capital Investment category, zero (0) points under the Number of Employees category, and zero (0) points under the Wage Rate category for a total of three (3) points. As a result, the Lewis Bear Company shall receive a twenty three percent (23%) ad valorem tax exemption for a period of ten (10) years.

Section 7. Severability.

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

Section 8. Inclusion in the Code.

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

Section 9. Effective Date.

This ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED 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)

Enacted: _____
Filed with Department of State: _____
Effective: _____

Escambia County Property Appraiser
391S300200061003 - Full Legal Description

BEG AT NE COR MARCUS POINTE VILLAS PB 15 P 55 S 57 DEG 05 MIN 56 SEC W ALG N LI OF S/D 771 20/100 FT S 17 DEG 30 MIN 26 SEC E ALG E LI OF 635 03/100 TO N R/W LI RAMBLER TERR (66 FT R/W) S 73 DEG 09 MIN 48 SEC W ALG N R/W LI 147 66/100 FT DEPART N R/W LI N 16 DEG 57 MIN 38 SEC W 149 86/100 FT S 73 DEG 07 MIN 09 SEC W 299 93/100 FT S 16 DEG 59 MIN 07 SEC E 700 04/100 FT TO PT ON R/W LI MARCUS POINTE BLVD (80 FT R/W) PT BEING ON CURVE CONCAVE SW RADIUS 412 97/100 SWLY ALG ARC OF CURVE AND N R/W LI 148 51/100 FT (CH BRG S 03 DEG 46 MIN 49 SEC W CH DIST 147 71/100 FT) TO PT OF CURVE CONT ALG N R/W LI S 72 DEG 47 MIN 53 SEC W 96 36/100 FT TO INTER OF N R/W LI AND W LI OF GULF POWER EASEMENT (225 FT R/W) N 04 DEG 23 MIN 35 SEC W ALG W LI OF EASEMENT 1638 35/100 FT N 57 DEG 28 MIN 36 SEC E 1119 81/100 FT TO W R/W LI BURLINGTON NORTHERN RR (100 FT R/W) S 15 DEG 47 MIN 17 SEC E ALG W R/W LI 529 75/100 FT TO POB OR 4773 P 467 ALSO PORTION OF VAC R/W ADJ PROPERTY OR 4707 P 846 LESS OR 6096 P 1129 CTY RD R/W



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1023

County Administrator's Report Item #: 14. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/07/2011

Issue: Request to the Florida Department of Transportation (FDOT)

From: Larry Newsom

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Request to the Florida Department of Transportation (FDOT) to Consider the Selection of "Area", "Regional" or "District 3" Consultants for Engineering and Design Services for the US 98 (3-Mile) Bridge Project - Larry M. Newsom, Assistant County Administrator

That the Board take the following action concerning a request to the Florida Department of Transportation (FDOT) to consider the Selection of "Area", "Regional" or "District 3" Consultants for Engineering and Design Services for the US 98 (3-Mile) Bridge Project:

- A. Adopt the Resolution requesting that FDOT consider the Selection of "Area", "Regional" or "District 3" Consultants for Engineering and Design Services for the US 98 (3-Mile) Bridge Project, between the incorporated cities of Gulf Breeze, Florida, and Pensacola, Florida;
- B. Authorize the Chairman to execute the Resolution; and
- C. Authorize the Chairman to sign letters addressed to FDOT Secretary Ananth Prasad, PE, and Secretary Tommy Barfield, PE.

BACKGROUND:

Within the last fifteen years and up to 2017, Escambia County has allocated in excess of \$40 Million dollars to state roadway and bridge projects alone, and additional dollars for local roadway infrastructure and maintenance projects. These dollars have assisted many established professional, architectural, engineering, general contractors, and road contractors to survive these trying times.

In a struggling economy and as contracts are being reviewed; we want to utilize all financial means to support our area market. However, the duration of this economic situation has exhausted the effectiveness of local and state dollars brought to the area.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution will be reviewed by the County Attorney's Office as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

FDOT Res. & Letters

RESOLUTION NUMBER R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSIDER THE SELECTION OF "AREA" "REGIONAL" OR "DISTRICT 3" CONSULTANTS FOR ENGINEERING AND DESIGN SERVICES FOR THE US 98 (3-MILE) BRIDGE PROJECT; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County has invested in excess of forty (40) million dollars in designated state roadway projects; and

WHEREAS, the selection of engineering and design professionals with knowledge of the area and surrounding region may serve to mitigate environmental and citizen concerns thereby reducing project delays and potential project failure; and

WHEREAS, the selection of area or regionally based engineering and design professionals may serve to stimulate the local economy with an estimated benefit of five (5) dollars invested to one (1) dollar contracted; and

WHEREAS, establishing selection criteria favoring a "Local" presence is prohibited for federally funded projects; and

WHEREAS, to the extent permitted by law, Escambia County supports the selection of "Area", "Regional", and "District 3" established professionals to conduct the engineering and design services for Area, Regional, and District 3 Projects, including the US 98 (3-Mile) Bridge project.

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

SECTION 1. The above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. To the extent permitted by law, the Escambia County Board of County Commissioners hereby supports the selection of Area, Regional, and District 3 established professionals to conduct engineering and design services for Area, Regional, and District 3 Projects, including the US 98 (3-Mile) Bridge project.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

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



Wilson B. Robertson
District One

Gene M. Valentino
District Two

Marie Young
District Three

Grover C. Robinson, IV
District Four

Kevin W. White
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

June 27, 2011

Secretary Ananth Prasad, PE
Florida Department of Transportation
605 Suwannee Street MS 57
Tallahassee, Florida 32399-0450

RE: Consideration for the use of Area, Regional, and District 3, engineering professional services for roads and bridge projects

Dear Secretary Prasad,

As Chairman of the Board of the Escambia County Board of County Commissioners, I would like to request your strong consideration for the use of Area, Regional, and District 3 Engineering Services. As you may be aware the US 98 (3-Mile) Bridge PD&E was awarded to a firm "outside" District 3. Please consider an area established professional firm for the design and CEI phases. We understand that there are existing State and Federal Regulations for projects considered for Engineering Services. Many qualified firms exist within the great State of Florida that supports our partnership with the Florida Department of Transportation (FDOT); this is always valued.

Within the last fifteen years and up to 2017, Escambia County has allocated in excess of \$40 million dollars to state roadway and bridge projects alone, and additional dollars for local roadway infrastructure and maintenance projects. These dollars have assisted many established professional, architectural, engineering, general contractors, and road contractors to survive these trying times.

In a struggling economy and as contracts are being reviewed; we want to utilize all financial means to support our area market. However, the duration of this economic situation has exhausted the effectiveness of local and state dollars brought to the area. We request that your office consider awarding the design to an area established firm.

Thanks in advance for your consideration.

Sincerely,

Kevin W. White, Chairman
Escambia County Board of County Commissioners

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



Wilson B. Robertson
District One

Gene M. Valentino
District Two

Marie Young
District Three

Grover C. Robinson, IV
District Four

Kevin W. White
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

June 27, 2011

Secretary Tommy Barfield, PE
District Three
Florida Department of Transportation
1074 Highway 90
Chipley, Florida 32428

RE: Consideration for the use of Area, Regional, and District 3, engineering professional services for roads and bridge projects

Dear Secretary Barfield,

As Chairman of the Board of the Escambia County Board of County Commissioners, I would like to request your strong consideration for the use of Area, Regional, and District 3 Engineering Services. As you may be aware the US 98 (3-Mile) Bridge PD&E was awarded to a firm from Jacksonville, Florida. Please consider the Design Award for an area established professional firm. We understand that there are existing State and Federal Regulations for projects considered for Engineering Services. Many qualified firms exist within the great State of Florida that supports our partnership with the Florida Department of Transportation (FDOT); this is always valued.

Within the last fifteen years and up to 2017, Escambia County has allocated in excess of \$40 million dollars to state roadway and bridge projects alone, and additional dollars for local roadway infrastructure and maintenance projects. These dollars have assisted many established professional, architectural, engineering, general contractors, and road contractors to survive these trying times.

In a struggling economy and as contracts are being reviewed; we want to utilize all financial means to support our area market. However, the duration of this economic situation has exhausted the effectiveness of local and state dollars brought to the area. We request that your office consider awarding the design to an area established firm.

Thanks in advance for your consideration.

Sincerely,

Kevin W. White, Chairman
Escambia County Board of County Commissioners



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1021

County Administrator's Report Item #: 14. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/07/2011

Issue: Resolution in Support of a Fish Hatchery Facility in Escambia County

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution of the Board of County Commissioners Expressing Support to Establish a Fish Hatchery Facility in Escambia County - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning a Resolution of the Escambia County Board of County Commissioners expressing support to establish a Fish Hatchery Facility in Escambia County:

- A. Adopt the Resolution; and
- B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

Escambia County's economy and quality of life are dependent upon healthy and abundant fish stocks. A fish hatchery located in Escambia County may produce substantial numbers of fishes to be introduced into local marine and estuarine waters.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This Resolution was reviewed and approved, as to form and legal sufficiency, by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Resolution is consistent with the County Comprehensive Plan Goal 11.B to "properly manage and conserve the important natural resources of the county."

IMPLEMENTATION/COORDINATION:

Per the Resolution, the Clerk of the Board will have a copy of the Resolution forwarded to the Florida Fish and Wildlife Conservation Commission.

Attachments

Fish Hatchery Facility Resolution

RESOLUTION NUMBER R2011- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE ESTABLISHMENT OF A FISH HATCHERY FACILITY; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County enjoys 1,025 square miles of marine and estuarine waters, 1,724 miles of freshwater rivers and streams, and 3,928 miles of shoreline along these waterways; and

WHEREAS, the commercial and recreational pursuits of fishing and diving are of vital importance and immeasurably enhance Escambia County's economy and quality of life; and

WHEREAS, seafood harvested from local waterways provides residents and visitors with delicious and healthy food; and

WHEREAS, the establishment of a fish hatchery facility would greatly increase the abundance of fish in local waters.

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 recitals to be true and correct and incorporated herein by reference.

Section 2. That the Escambia County Board of County Commissioners hereby supports the establishment of a fish hatchery facility in Escambia County, Florida.

Section 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

Section 4. That the Clerk shall forward a copy of this Resolution to Kathy Barco, Chairwoman, Florida Fish and Wildlife Conservation Commission and Nick Wiley, Executive Director, Florida Fish and Wildlife Conservation Commission.

ADOPTED this ____ day of _____ 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Kevin W. White, Chairman

By: _____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

By: *Kristin Deal*

Title: ACF

Date: 12/24/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-999

County Administrator's Report Item #: 14. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/07/2011

Issue: Resolution Supporting Application for 2012-2013 Florida Beach Erosion Control Program Budget - Perdido Key Nourishment Project

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution Supporting Application for the 2012-2013 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action regarding the Resolution supporting an application to the Florida Department of Environmental Protection (FDEP) for State funds for the 2012-2013 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project:

A. Adopt the Resolution supporting an application to the FDEP for State funds under Section 161.091, Florida Statutes, for the 2012-2013 Florida Beach Erosion Control Program Budget, to be allocated for the Perdido Key Beach and Dune Restoration Project; and

B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

The impacts of Hurricanes Ivan, Dennis, and Katrina devastated the gulf front shoreline of Perdido Key. As a result, the FDEP has deemed portions of Perdido Key beaches as "critically eroded." A nourishment and dune restoration project will provide substantial protection against future storm events to mitigate damage to public infrastructure and private property.

The purpose of this resolution is to affirm local commitment to enhance and maintain the beaches of Perdido Key. The annual submittal of the resolution to FDEP is required for Perdido Key to be included in the budget for the Florida Beach Erosion Control Program. The County has participated in this program since 2005 for hurricane recovery on Perdido Key.

BUDGETARY IMPACT:

There is no direct budgetary impact supporting this resolution. However, there will be a local match required when the Perdido Key nourishment project is constructed and for continued maintenance of the project post-construction to maximize eligibility for FEMA funds in the event of a declared disaster. Construction is projected to be in the fall of 2012 pending identification of a local funding source.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been reviewed by Stephen West, Assistant County Attorney, and approved as to form and legal sufficiency.

PERSONNEL:

This project will continue to be managed by the Community & Environment Department, Water Quality & Land Management Division.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's adopted Comprehensive Plan goal to "properly manage and conserve the important natural resources of the County..."

IMPLEMENTATION/COORDINATION:

Once adopted, the Resolution will be forwarded to the Florida Department of Environmental Protection for funding consideration.

Attachments

Perdido Key Funding Resolution 2011

Perdido Key Long Range Budget 2011

RESOLUTION R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE FUNDS UNDER SECTION 161.091, FLORIDA STATUTES FOR THE 2012-2013 FLORIDA BEACH EROSION CONTROL PROGRAM BUDGET FOR THE PERDIDO KEY NOURISHMENT PROJECT CONSTRUCTION, POST CONSTRUCTION BEACH AND ENVIRONMENTAL MONITORING, AND IMPLEMENTATION OF A BEACH MANAGEMENT APPLICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners believes that Perdido Key needs a beach nourishment project in the wake of recent hurricanes and tropical storms; and

WHEREAS, Perdido Key also is recognized by the Department of Environmental Protection as having a critically eroded shoreline; and

WHEREAS, the Escambia County Board of County Commissioners supports the Department of Environmental Protection beach nourishment project for Perdido Key and is willing to serve as the local sponsor; and

WHEREAS, the Escambia County Board of County Commissioners will provide the local funding share necessary to implement such a project as authorized by 161.101, Florida Statutes.

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

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Board of County Commissioners hereby supports the Perdido Key Beach nourishment program, and it is willing to serve as the local sponsor.

Section 3. The Board also is prepared to provide the necessary local funding to implement this beach nourishment project.

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

ADOPTED this 7th day of July 2011.

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

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
(SEAL)

This document approved as to form and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date June 21, 2011

**Perdido Key, FL
Beach Restoration Project
R-1 to R-32, Escambia County FL**

FDEP FY 2012-2013 Local Government Funding Request

Project Name: Perdido Key, FL, Beach Restoration Project

Project Description: The Perdido Key, FL, Beach Restoration Project proposes to place up to 1.25 million cubic yards (Mcy – pay volume) of beach quality material along three separate segments of the westernmost 6.5 miles of Gulf of Mexico shoreline at Perdido Key in Escambia County, FL. Beach nourishment and dune restoration is proposed for the 3.0-mile beach segment between FDEP monuments R-19 and R-34 (tapering onto Perdido Key State Park on the west end and onto the Gulf Islands National Seashore on the east end), totaling approximately 1.05 million cubic yards of sand. Protective berm construction is proposed from R-12.5 to R-19 along the shoreline of Perdido Key State Park, totaling approximately 50,000 cy. Comprehensive dune restoration is proposed for the 2.4-mile beach segment from R-01 to R-12.5, totaling approximately 150,000 cubic yards of sand. The dune features proposed for construction along the eastern and western segments will be enhanced with salt-tolerant vegetation and sand-fencing. The beach fill material will be excavated from an 84-acre offshore borrow site located approximately 1.1 to 1.8 miles offshore of Perdido Key near R-10 to R-11. Up to 1.8 Mcy of material may ultimately be excavated from the borrow site to achieve the 1.25 Mcy design fill template (pay volume). The sand for berm construction and for dune restoration shall be pumped ashore into as many as three separate stockpile areas, between R-19 and R-21.5, between R-11 to R-13, and between R-8.5 and R-10.5. Sand in the stockpiles will subsequently be trucked to construct the berm and dune features.

Following the severe storm impacts of Hurricane Ivan in September 2004, Escambia County, FL, initiated a feasibility study for restoration of the beaches of Perdido Key, FL. The feasibility study addressed the short- and long-term shoreline and sand volume change trends in the project area, described the littoral forcing mechanisms in the region -- including storm impacts, reviewed potential environmental/permitting issues, and analyzed the available alternatives for beach management for Perdido Key, FL (OAI, 2006). The study recommended construction of a full-scale beach nourishment project supplied from a remote sand source to address sand deficits caused by the impacts of recent storms since 1998 (Hurricanes Georges, Ivan, Katrina, et al.). An offshore geotechnical sand search was conducted in 2005 to develop a borrow site for the project. As a result of the impacts from Hurricane Ivan, and the subsequent impacts of the smaller storms Arlene, Dennis, and Katrina (all in 2005), the entire shoreline segment from R-1 to R-32 is designated by FDEP BBCS as a Critically Eroded shoreline. In the last three years, the project shoreline was impacted by Hurricanes Gustav and Ike (September 2008) and Tropical Storm Ida (November 2009). MHW shoreline changes from 2007 to 2010 reveal a great deal of variability but general indicate a net advance of roughly 25 ft from R-1 to R-12, a net retreat of -17 ft from R-13 to R-21, and a net retreat of -5 ft from R-22 to R-31. Most recently, the Deepwater Horizon oil rig explosion on 20 April 2010, and the subsequent (and ongoing) oil leak from the well have significantly impacted the project shoreline. Oil products began to land on the project beach during the weekend of 4-6 June 2010, and efforts continue by the responsible party to clean up 'hot spots' of oil appearances, principally related to the break up and landing of oil particles from submerged tar mats in

the nearshore. Ultimately, the oil spill and the subsequent cleanup may accelerate the need to renourish the shoreline.

Use of Requested Program Funds: For FY 2012-2013, work is anticipated to include the construction of the beach restoration project itself, presently estimated to include the placement of 1.25 million cubic yards of sand (approx.) and the installation of salt-tolerant vegetation and sand fencing along the newly constructed dune feature. Additional funds are requested to assist in the permit-required sea turtle nest monitoring and relocation services, shorebird monitoring requirements, and beach tilling and scarp removal activities. Costs associated with the Year-1 monitoring of the project are likewise included with the construction cost.

Also requested for FY 2012-2013 are funds to conduct a Phase II reconnaissance-level sand search in State waters of the Gulf of Mexico off Escambia County, FL, to collect seismic sub-bottom and side-scan imagery data and up to forty (40) sediment Vibracores across various shoals and other seabed features of interest out to the nine-mile Federal/State boundary. The purpose of the study is to investigate the nearshore shelf to identify and inventory potential sources of beach-compatible sand for future renourishment needs along the Escambia County shoreline -- for both near-term and long-term projects. At the reconnaissance level, sufficient information would be collected to identify candidate borrow sites for beach nourishment that could be subsequently investigated in a focused manner to satisfy design and permitting requirements for future projects. With the growing pressure to open up Florida waters to oil exploration and drilling, it will likewise be of utmost importance to the County to identify and protect those areas containing beach compatible sands from both drilling operations and from isolation due to potential pipeline corridors through these sand deposits. Additionally, having an inventory of sand sources will assist the County in the prudent development and control of offshore artificial reef resources.

Investigations proposed by others are expected to complete the reconnaissance-level inventory of sand resources in Federal Waters off Escambia County across the Continental Shelf to the 90- to 100-ft contour (practical limits of excavation). It is proposed to conduct this study in conjunction with other investigations proposed in the area in order to take advantage of the on-site availability of a geotechnical research vessel. Should the other investigations occur before the 2012-2013, the County may seek emergency funds for the sand search and pursue reimbursement from the State.

Local Government Support

Name	Title	e-mail address:	Percent Commitment
Tim Day	Environmental Programs Manager - Coastal Systems and Floodplains	trday@co.escambia.fl.us	50%
Address 1:	3349 W. Park Place	Phone:	850-595-1144
Address 2:	Pensacola, FL 32505	Fax:	850-595-3481

Quarterly Report Compliance:

2009-2010	End Date	Report Sent (approx.)	Compliant:
Qtr 1 (Sept)	9/30/2010	10/15/2010	Yes
Qtr 2 (Dec)	12/31/2010	1/15/2011	Yes
Qtr 3 (Mar)	3/31/2011	4/15/2011	Yes
Qtr 4 (June)	6/30/2011	7/15/2011	Yes

Revenue for Local Cost Share: Local funding for the project is derived from a combination of bed taxes and Municipal Service Benefit Unit agreements.

Local Funding from Dedicated Long Term Source: No

Local Sponsor Resolution: Yes (copy attached). The Escambia County Board of County Commissioners is in support of the construction of the beach nourishment project and dune enhancement, and the proposed maintenance and monitoring of the project, as evidenced by their July 2011 resolution for the 2011-2012 Fiscal Year. The County, acting as the local sponsor, has retained the services of the professional coastal engineering firm, Olsen Associates, Inc., to assist in the monitoring and reporting of the performance of the project.

Previous State Cost Share: The Department previously scheduled funding for a feasibility study for beach restoration of Perdido Key, FL, in FY 2005-06 under grant number H5ES1. The geotechnical sand search was funded under the same grant. These studies were funded through post-Ivan reparation monies and were completed in January and May 2006. Phase II engineering and permitting tasks were completed in FY 08-09, utilizing much the same funding source. Design and engineering began in earnest in FY 09-10 and are well underway in FY 11-12, under the current grant.

Previous State Cost Share Percentage: 35.6%
See update page 7

10-Year Project Schedule and 5-Year Estimated Budget:
See Table 1 – Page 4

Congressional Authorization:	No
Federal Project Cooperative Agreement:	No
End Date of Federal Authorization:	N/A
Federal Cost Share for project:	0%

Mapping: See Attachments and Tables 2 & 3

Project Length:	<u>34,235 ft</u>
Commercial/Recreational Property Length:	<u>20,460 ft</u>
Percentage of Comm./Rec Property:	<u>59.8%</u>

**Table 1 – Perdido Key, FL, Beach Restoration Project
10-Yr Schedule / 5-Yr Budget**

Fiscal Year	Proposed Action	Description	Total Cost	Fed. Cost Share	State Cost Share*	Local Cost Share
2012/2013	Construction	Sea turtle nest monitoring (cnstr. period relocation, etc.)	\$45,000.00	0	\$16,020.00	\$28,980.00
		Shorebird monitoring	\$20,150.00	0	\$7,173.40	\$12,976.60
		Beach Nourishment**	\$14,509,000.00	0	\$6,324,473.10	\$8,184,526.90
		Yr-1 Physical monitoring	\$114,600.00	0	\$40,797.60	\$73,802.40
	Yr-1 Sea turtle nest monitoring	\$18,000.00	0	\$6,408.00	\$11,592.00	
	Feasibility/Design	Phase II Sand Search - FL Waters	\$315,875.38	0	\$315,875.38	\$0.00
FY 2012/2013 TOTAL			\$15,022,625.38	\$0.00	\$6,710,747.48	\$8,311,877.90
2013/2014	Monitoring	Yr-1 Physical monitoring	see above	0	see above	see above
		Yr-1 Beach Tilling/Scarp Removal	see above	0	see above	see above
		Yr-1 Sea turtle nest monitoring	\$18,000.00	0	\$6,408.00	\$11,592.00
		Yr-1 Shorebird monitoring	\$20,150.00	0	\$7,173.40	\$12,976.60
FY 2013/2014 TOTAL			\$38,150.00	\$0.00	\$13,581.40	\$24,568.60
2014/2015	Monitoring	Yr-2 Physical monitoring (including borrow site)	\$128,800.00	0	\$45,852.80	\$82,947.20
		Yr-2 Beach Tilling/Scarp Removal	\$20,000.00	0	\$7,120.00	\$12,880.00
		Yr-2 Sea turtle nest monitoring	\$18,000.00	0	\$6,408.00	\$11,592.00
		Yr-2 Shorebird monitoring	\$20,150.00	0	\$7,173.40	\$12,976.60
FY 2014/2015 TOTAL			\$186,950.00	\$0.00	\$66,554.20	\$120,395.80
2015/2016	Monitoring	Yr-3 Physical monitoring	\$125,000.00	0	\$44,500.00	\$80,500.00
		Yr-3 Beach Tilling/Scarp Removal	\$20,000.00	0	\$7,120.00	\$12,880.00
		Yr-3 Sea turtle nest monitoring	\$18,000.00	0	\$6,408.00	\$11,592.00
		Yr-3 Shorebird monitoring	\$20,150.00	0	\$7,173.40	\$12,976.60
FY 2015/2016 TOTAL			\$183,150.00	\$0.00	\$65,201.40	\$117,948.60
2016/2017	Monitoring	Yr-4 Physical monitoring	\$131,000.00	0	\$46,636.00	\$84,364.00
		Shorebird monitoring	\$20,150.00	0	\$7,173.40	\$12,976.60
FY 2016/2017 TOTAL			\$151,150.00	\$0.00	\$53,809.40	\$145,150.00
2017/2018	Monitoring	Year-5 Physical monitoring				
		Shorebird monitoring				
FY 2017/2018 TOTAL						
2018/2019	Monitoring	Year-6 Physical monitoring				
		Shorebird monitoring				
FY 2018/2019 TOTAL						
2019/2020	Monitoring	Year-7 Physical monitoring				
		Shorebird monitoring				
	Feasibility, Design & Permitting	Preliminary Feasibility Study, Repermitting, and Redesign for Beach Renourishment				
FY 2019/2020 TOTAL						
2020/2021	Construction	Sea turtle nest monitoring (cnstr. period relocation, etc.)				
		Beach Nourishment				
FY 2020/2021 TOTAL						
2021/2022	Monitoring	Year-1 Physical monitoring				
		Beach Tilling/Scarp Removal				
		Sea turtle nest monitoring				
		Shorebird monitoring				
FY 2021/2022 TOTAL						

*State Cost Share calculated at 35.6% unless otherwise noted (see page 7).

**Cost Shares calculated based upon actual work projected (work on State Park vs. County areas).

Table 2 Project shoreline usage – Commercial, Recreation, and Private Residential Shorefront lengths and percentages.

Perdido Key, FL, Beach Restoration Project					
Length (ft)	Name	Use	Shoreline Percentage	Zoning Designation	
550	Flor-Bama to Mediterra	Commercial	1.6%	CG-PK	
5,875	Atlantis to Marseilles	High-density Res.	17.2%	R-3PK	
200	Crab Trap Restaurant	Commercial	0.6%	C-1PK	
1,200	Sundown to Mariner	High-density Res.	3.5%	R-3PK	
2,000	single family	Low-density Res.	5.8%	R-1PK	
1,000	Seaspray and Eden	High-density Res.	2.9%	R-3PK	
1,575	single family	Low-density Res.	4.6%	R-1PK	
8,675	Perdido Key State Park	Recreational	25.3%	S-1PK	
525	Compass Point	Commercial	1.5%	CC-PK	
100	County Parking at River Rd.	Recreational	0.2921%	S-1PK	
3,000	Spinnaker to R-25	Commercial	8.8%	CC-PK	
100	County Parking at River Rd.	Recreational	0.3%	S-1PK	
4,860	Gulf Side Villa to La Playa	Commercial	14.2%	CC-PK	
2,125	Sandy Key to Vista del Mar	High-density Res.	6.2%	R-3PK	
2,450	Gulf Islands National Seashore	Recreational	7.2%	S-1PK	
34,235 ft			100.0%		
6.5 miles			%	ft	
			26.7%	9,135	Commercial
		By Zoning Class	33.1%	11,325	Recreational
			40.2%	13,775	Private/Residential

**Table 3 – Perdido Key, FL, Beach Restoration Project
Access Points and Public Lodging Establishments
PK West and Perdido Key State Park**

Location/ name	Address	R-mon	Type of Access	Width of Access/ Frontage (ft)	Total units or parking spaces	Public units or parking spaces	Eligible Shoreline (ft, no overlap)
Flor-Bama	Perdido Key Dr.	R-1	Commercial	270	>100	>100	270
Mediterra	Perdido Key Dr.	R-1.3	Comm./Res.	280	100	50	140
Atlantis	Perdido Key Dr.	R-1.8	Residential	200	--	0	0
Spanish Key	Perdido Key Dr.	R-2	Comm./Res.	500	100	50	250
Breakaway et al.	Perdido Key Dr.	R-2.5	Comm./Res.	360	--	0	0
Needle Rush Pt.	Perdido Key Dr.	R-2.7	Comm./Res.	740	100	50	370
San Perdido	Perdido Key Dr.	R-3	Residential	150	--	0	0
vacant	Perdido Key Dr.	R-3.2	Residential	150	--	0	0
Club Cabana	Perdido Key Dr.	R-3.6	Residential	80	--	0	0
Vacant	Perdido Key Dr.	R-3.8	Residential	240	--	0	0
Beach & Yacht Club	Perdido Key Dr.	R-4	Comm./Res.	450	200	20	45
Shipwatch	Perdido Key Dr.	R-4.3	Comm./Res.	450	200	60	135
Perdido Towers	Perdido Key Dr.	R-4.8	Comm./Res.	400	200	80	160
Windward	Perdido Key Dr.	R-5.2	Comm./Res.	470	200	20	47
Residences/vacant	Perdido Key Dr.	R-5.7	Residential	580	--	0	0
Riviera Dunes	Perdido Key Dr.	R-6	Comm./Res.	90	50	10	18
Seawatch	Perdido Key Dr.	R-6.1	Residential	100	--	0	0
Molokai Villas	Perdido Key Dr.	R-6.3	Comm./Res.	105	50	15	31
vacant	Perdido Key Dr.	R-6.5	Residential	410	--	0	0
The Capri	Perdido Key Dr.	R-6.7	Residential	100	--	0	0
The Marseilles	Perdido Key Dr.	R-6.8	Residential	200	--	0	0
La Belle Maison	Perdido Key Dr.	R-6.9	Residential	100	--	0	0
The Crab Trap	Perdido Key Dr.	R-7.1	Commercial	205	100	100	205
Sundown - vacant	Perdido Key Dr.	R-7.5	Comm./Res.	335	--	0	0
Seafarer	Perdido Key Dr.	R-7.8	Comm./Res.	420	200	60	126
Mariner	Perdido Key Dr.	R-8.2	Comm./Res.	440	200	80	176
Single family res.	Perdido Key Dr.	R-9 – R-10	Residential	2,000	--	0	0
Seaspray	Perdido Key Dr.	R-10.3	Comm./Res.	400	200	80	161
Eden	Perdido Key Dr.	R10.8	Commercial	600	300	300	600
srf (some vacant)	Perdido Key Dr.	R-11 – R-12	Residential	1575			1575
TOTAL – PK West				12,400			4,310
Perdido Key St. Park	Perdido Key Dr.	R-12.5 - R-21.5	Primary Acc.	8,675			8,675
TOTAL – PKSP				8,675			8,675

Continued...

**Table 3 – Perdido Key, FL, Beach Restoration Project
Access Points and Public Lodging Establishments
Gulf Beach (PK East)**

Location/ name	Address	R-mon	Type of Access	Width of Access/ Frontage (ft)	Total units or parking spaces	Public units or parking spaces	Eligible Shoreline (no overlap)
La Vista (vacant)	Perdido Key Dr.	R-21.5	Comm./Res.	130			130
Compass Point	Perdido Key Dr.	R-21.7	Comm./Res.	300			300
Sea Shore	Perdido Key Dr.	R-21.9	Comm./Res.	100			100
Escambia County #3 River Rd.	Perdido Key Dr.	R-22	Secondary Access.	100	25	25	100
Spinnaker	Perdido Key Dr.	R-22.1	Comm./Res.	125			125
Solana Shores	Perdido Key Dr.	R-22.2	Comm./Res.	80			80
Sea Oats	Perdido Key Dr.		Comm./Res.	70			70
sfr	Perdido Key Dr.		Residential	75			75
sfr	Perdido Key Dr.		Residential	65			65
Nautilus (vacant)	Perdido Key Dr.	R-22.5	Comm./Res.	95			95
Sfr (3 lots)	Perdido Key Dr.	R-22.8	Residential	300			300
Lost Key Landing	Perdido Key Dr.	R-23	Comm./Res.	100			100
Ocean Breeze	Perdido Key Dr.	R-23.2	Comm./Res.	195			195
Pelican Point (vacant)	Perdido Key Dr.	R-23.4	Comm./Res.	300			215
vacant	Perdido Key Dr.	R-23.5	Residential	100	--	0	0
Gull Point (vacant)	Perdido Key Dr.	R-23.7	Comm./Res.	200	--	0	0
Sugar Sands (vacant)	Perdido Key Dr.	R-23.9	Comm./Res.	100			100
Windemere	Perdido Key Dr.	R-24	Comm./Res.	300			300
Palms of Perdido	Perdido Key Dr.	R-24.3	Comm./Res.	225			225
The Moorings	Perdido Key Dr.	R-24.4	Comm./Res.	75			75
sfr	Perdido Key Dr.	R-24.5	Residential	190			190
Dory	Perdido Key Dr.	R-24.6	Comm./Res.	100			100
vacant	Perdido Key Dr.	R-24.8	Comm./Res.	305			305
Escambia County #2 R-25	Perdido Key Dr.	R-25	Secondary Access	100	25	25	100
Gulf Side Villa	Perdido Key Dr.	R-25.1	Comm./Res.	80			80
La Riva	Perdido Key Dr.	R-25.5	Comm./Res.	525			525
Gulf Key	Perdido Key Dr.	R-25.8	Comm./Res.	100			100
vacant	Perdido Key Dr.	R-26	Comm./Res.	395			395
Blue Surf (vacant)	Perdido Key Dr.	R-26.3	Comm./Res.	100			100
vacant	Perdido Key Dr.	R-26.5	Comm./Res.	205	--	0	120
La Mer (vacant)	Perdido Key Dr.	R-26.6	Comm./Res.	300	--	0	0
vacant	Perdido Key Dr.	R-26.9	Comm./Res.	100	--	0	0
Mirabella	Perdido Key Dr.	R-27.2	Comm./Res.	400	200	40	80
Perdido Shores	Perdido Key Dr.	R-27.3	Comm./Res.	100	--	0	0
Coronado	Perdido Key Dr.	R-27.4	Comm./Res.	105	--	0	0
Perdido Shores	Perdido Key Dr.	R-27.5	Comm./Res.	105	--	0	0
Vacant (old Lillian's)	Perdido Key Dr.	R-27.8	Comm./Res.	210	--	0	0
Ocean Breeze	Perdido Key Dr.	R-27.9	Comm./Res.	115	50	30	69
Perdido Skye	Perdido Key Dr.	R-28	Comm./Res.	115	100	100	115
Perdido Sun	Perdido Key Dr.	R-28.1	Comm./Res.	315	100	100	315
Palacio	Perdido Key Dr.	R-28.3	Comm./Res.	200			200
Indigo	Perdido Key Dr.	R-28.7	Comm./Res.	485			485
Beach Colony	Perdido Key Dr.	R-29.3	Comm./Res.	580			580
Escambia County #1 Sandy Key Dr	Sandy Key Dr.	R-29.4	Secondary Access	50	25	25	50
La Playa	13555 Sandy Key Dr.	R-29.5	Comm./Res.	270			270
Sandy Key		R-30	Comm./Res.	775			775
Sfr (12 lots)	Parasol Place	R-31	Residential	900			900
Lands End	Johnson Beach Rd.	R-31.4	Comm./Res.	125			125
Vista del Mar (vacant)	Johnson Beach Rd.	R-31.5	Comm./Res.	325			325
Gulf Islands National Seashore	Johnson Beach Rd.	R-32 – R-34	Primary Access	2,450			2,450
Total for Gulf Beach				13,160			11,400

Summary:

PK West:	Shoreline Length:	12,400 ft	Accessible:	4,310 ft (34.8%)
PKSP:	Shoreline Length:	8,675 ft	Accessible:	8,675 ft (100.0%)
Gulf Beach:	Shoreline Length:	13,160 ft	Accessible:	11,400 ft (86.6%)

OVERALL:	Shoreline Length:	34,235 ft	Accessible:	24,385 ft (71.2%)
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County Segs.:	Shoreline Length:	25,560 ft	Accessible:	15,710 ft (61.5%)
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Gulf Beach Project Segment Only (Eastern Beach Fill R-19 to R-34):

Shoreline Length:	15,400 ft	Accessible:	13,865 ft (90.0%)
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Additional Ranking Criteria:**Will project enhance or increase longevity of previously constructed project? NO****Will project nourish a previously restored beach? NO****Rate of long-term erosion determined by Bureau: -1.0 ft/yr**

Severity of Erosion The feasibility study addressed the short- and long-term shoreline changes along the project study area, with particular attention to the recent impacts of Hurricanes Ivan, Dennis, and Katrina. Long-term shoreline change studies (e.g. Foster et al., 1999, Dean et al., 1998) have described the overall trends of severe pre-nourishment erosion immediately west of Pensacola Pass, on National Seashore property, of up to -9 ft/yr of recession. That long-term erosional signal decreases to approximately -1.0 ft/yr, heading west alongshore into the eastern developed portion of Perdido Key (to roughly R-026). Westward thereof, long-term shoreline changes reveal a trend of relative stability of shoreline position from R-025 to R-001 (Foster et al., 1999). Browder and Dean (1999) performed similar analyses and included an overview of the 1989-1991 beach disposal operations at the eastern end of Perdido Key. That project resulted in the placement of 5.4 million cubic yards of sand along a 4.5-mile segment of the National Seashore property. The sediment budget prepared by Browder and Dean (1999) suggests that the beach disposal project may have contributed a substantial volume of sand to the beaches to the west, perhaps masking any erosion problems in the 1990's.

Due to the severe impacts from Hurricane Ivan, and the subsequent impacts of the smaller storms Arlene, Dennis, and Katrina (all in 2005), the entire shoreline segment from R-1 to R-32 is critically eroded. The feasibility study details the impacts of these storms.

Pre- and post-Ivan LIDAR data reveal the substantial loss of sand from the upper elevations of the dry, recreational beach. Volume change estimates between May 2004 and December 2004 indicate an average loss of over -25 cy/ft above Mean High Water. Concurrent with this loss is an average recession of -16 ft at MHW, while the upper elevations of the beach, characterized by the +7ft contour, receded by an average of over -90 ft as the upper beach was planed off during the storm. More recent beach profile data, extending seaward well beyond survey closure depth, reveal a substantial deposition of sand beyond the natural bar in the profile (Olsen Associates, 2006). The rate at which this sand returns to the active beach profile is anticipated to be very low, and a noticeable portion of this returning sand may be carried alongshore, out the project limits. This phenomenon was observed at Pensacola Beach in the years following Hurricane Georges in 1998. Approximately 140,000 cy of sand were returned to the beach via mechanical means by the County since Hurricane Ivan. This effort, in the form of FEMA emergency storm berms, was hampered by impacts from Hurricanes Dennis, Katrina, and Rita in 2005. Sand availability from upland sources has been very limited following Hurricane Ivan. As a result, the beaches within the study limit remain extremely low, leaving upland infrastructure exposed to overtopping surge and waves from higher frequency events (e.g., with surges of +6 to +8ft NAVD 88).

The project area was impacted in September 2008 by the back-to-back impacts of Hurricanes Gustav and Ike, and again in November 2009 by Tropical Storm Ida. These storms serve to interrupt any natural recovery of the beach that may occur. MHW shoreline changes from 2007 to 2010 reveal a great

deal of variability but general indicate a net MHWL advance of roughly 25 ft from R-1 to R-12, a net retreat of -17 ft from R-13 to R-21, and a net retreat of -5 ft from R-22 to R-31. Most recently, the Deepwater Horizon oil rig explosion on 20 April 2010, and the subsequent (and ongoing) oil leak from the well have significantly impacted the project shoreline. Oil products began to land on the project beach during the weekend of 4-6 June 2010 and efforts continue by the responsible party to clean up 'hot spots' of oil appearances, principally related to the break up and landing of oil particles from submerged tar mats in the nearshore. Ultimately, the oil spill and the subsequent cleanup may accelerate the need to renourish the shoreline.

Project Benefits: **Public Beach Access:** The project is expected to enhance the recreational amenity value of the beaches within the study area, creating additional dry beach recreational area and aiding in the restoration of the natural dune system. Public beach access within the project area consists of two public parking areas with restrooms, a public right-of way with parking, and parking associated with Gulf Islands National Seashore and Perdido Key State Park. Applying the definitions of Public Access and Parking provided in the FDEP Florida Beach Erosion Control Program, portions of the County's 23,150-ft beach segment are publicly accessible with sufficient parking, while Perdido Key State Park is 100% accessible. Current shortfalls for full cost share include the need for an additional 44 spaces for the portion beginning at the State Park to 500 ft east of R-26, and an additional 22 spaces between R-28 and R-32. West of Perdido Key State Park, public access is limited, and Escambia County is aggressively seeking alternative methods to increase access along that beach segment. Maps are included with this application showing the locations of public parking and access. An estimated 59.8% of the shoreline fronts property directly used for tourist-related purposes (26.7% commercial, 33.1% recreational).

Habitat: Construction of a beach restoration project is projected to increase and enhance marine sea turtle nesting habitat through the increased acreage of nesting habitat and the elevation of that habitat, providing increased protection of nests from storms. Threatened and endangered marine turtles utilize the entire project area, however, Perdido Key is not located within a designated marine turtle refuge. According to Park Service personnel at the Perdido Key State Recreation Area, the 6.0-mile segment of Perdido Key typically receives 20 nests per year (3+ nests/mile). These nests are predominantly loggerhead nests. Recent nesting data over the last two to three years has indicated a slight decline in these numbers.

Additionally, the construction project contains a significant dune reconstruction and enhancement component. One of the primary purposes of this feature, beyond the obvious storm protection benefit, is the re-establishment, improvement, and increased protection of critical habitat and critical habitat inter-connectivity for the Perdido Key Beach Mouse. Much of the project lies within several critical habitat units for the PKBM.

Storm Protection: One principal purpose of any beach restoration project alternative will be to provide enhanced storm protection. The value of having healthy, robust sandy beaches has been repeatedly demonstrated in this region through the impacts of Hurricanes Ivan, Dennis, and Katrina. Additionally, assuming beach nourishment is the principal component of the beach restoration plan, the alongshore spreading of material from the proposed beach restoration project will enhance the shorelines immediately adjacent to the project. It is noted that the extreme western limit of the project area may

experience some level of benefit from the beach nourishment project on the Alabama portion of Perdido Key (completed in 2005). It is expected that the majority of the benefit from alongshore sand diffusion will be realized in the inter-tidal zone and at lower elevations of the beach profile.

The feasibility study concluded that while the study area has not experienced substantial shoreline recession at the Mean High Water Line (MHWL), the recent loss of beach volume and the lowering of the dry beach leave upland infrastructure and habitat vulnerable to storm wave impacts and inundation from events generating storm surges of +7ft MSL or higher (typically, the “20-yr event” or greater). The post-Katrina FEMA berms constructed along much of the developed area represent protection against storm events with surges lower than approximately six to seven feet. For more severe events, the FEMA berm is expected to be completely eroded, after which time erosion and profile deflation landward of the seaward edge of construction becomes more likely with subsequent events.

An additional complication arises from the fact that the series of storm events in 2005 has prevented any meaningful recovery of the beaches following Hurricane Ivan, and in some instances has exacerbated the loss of sand from the system to offshore areas. Data collected to date has been inconclusive and highly variable. Some areas have accreted (PK West, on average), while other areas have experienced increased recession (PK State Park). Even under ideal future weather circumstances, available data suggest that only a portion of the sand transported offshore during these storms would be expected to return to higher elevations along the beach profile. The potential recovery of portions of the central and western segments of the study area via natural littoral conditions is completely dependent upon the future storm climate.

Use of Innovative Technologies: The project construction proposes to utilize conventional beach fill techniques.

Nourishment Interval (years): Eight (8) years

Project Performance: The project feasibility study evaluated a range of beach restoration alternatives and discusses the performance of each alternative, in terms of the level of storm protection afforded and the recreational/habitat area created (both viewed as a function of time over the life of the project). The relatively mild wave climate (excepting tropical storm events) bodes well for the longevity of the proposed beach nourishment project (**in excess of seven to eight years of project life prior to requiring renourishment**). However, the longevity of any project selected for this region is *highly dependent upon the storm climate experienced over the project life*. Project performance will be gaged in relation to recent storm events, especially Hurricane Ivan and Hurricane Dennis. It is important to recognize, however, that such discussions are couched in terms of the level of damage incurred by the project for increasing storm severity. Such a discussion should not be viewed as a guarantee of no-damage survivability from a specific storm event.

References:

- Browder, A.E., and Dean, R.G., 1999, "*Pensacola Pass, FL, Inlet Management Study*," Coastal and Oceanographic Engineering Department, University of Florida, Gainesville, FL. UFL/COEL - 99/002.
- Dean, R.G., Cheng, J., and Malakar, S.B., 1998, "*Characteristics of the Shoreline Change Along the Sandy Beaches of the State of Florida: An Atlas*" Coastal and Oceanographic Engineering Department, University of Florida, Gainesville, FL. UFL/COEL -98/015.
- Foster, E.R., Spurgeon, D.L, and Cheng, J., 1999, "*Shoreline Change Rate Estimates, Escambia and Santa Rosa Counties*." Florida Department of Environmental Protection, Office of Beaches and Coastal Systems, Report No. BCS-99-03, Tallahassee, FL.
- Olsen Associates, Inc. 2006. "*Perdido Key, FL, Feasibility Study for Beach Restoration*" Report submitted to Escambia County, FL, and the Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems, Olsen Associates, Inc., Jacksonville, FL.

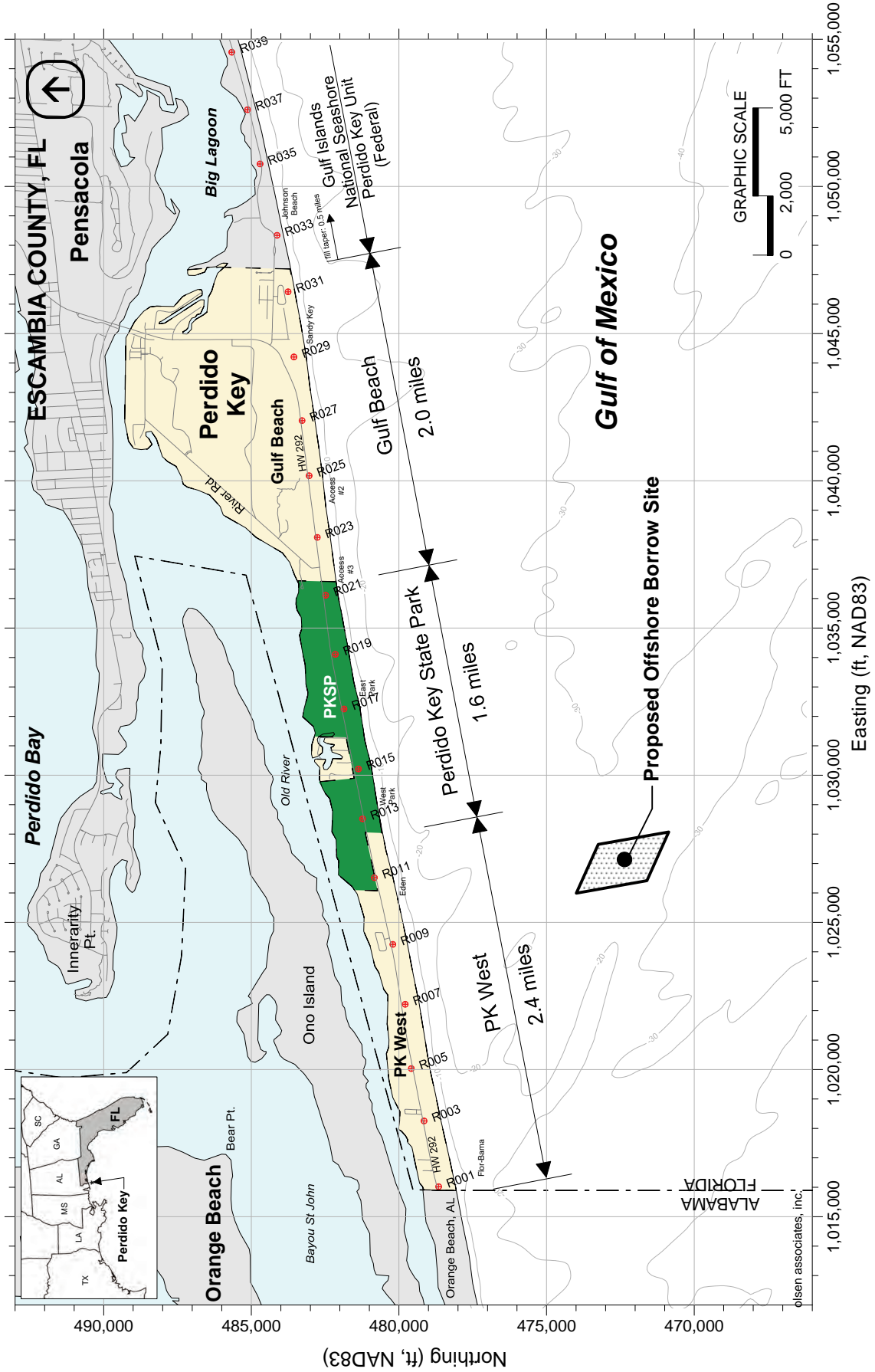


Figure 1 Location Map: Perdido Key, FL, Beach Restoration Project. The beach segment from R-1 to R-32 is designated by the FDEP BBCS as a Critically Eroded shoreline.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-825

County Administrator's Report Item #: 14. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/07/2011

Issue: Establish the Erosion Control Line (ECL) on Perdido Key

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Establishment of the Erosion Control Line (ECL) on Perdido Key - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning a Resolution and Survey approved by the State of Florida Board of Trustees of the Internal Improvement Trust Fund:

- A. Approve the recording of a Resolution and Survey to establish an Erosion Control Line (ECL) on Perdido Key, previously approved by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, in accordance with Section 161.181, Florida Statutes; and
- B. Authorize the Chairman to sign the Survey for recording.

BACKGROUND:

At its December 6, 2007 meeting, the Board adopted a resolution requesting the Trustees of the Internal Improvement Trust Fund to establish an Erosion Control Line (ECL) on Perdido Key to facilitate beach nourishment that would provide substantial protection against future storm events and mitigate damage to public infrastructure and private property. The Trustees approved a Resolution subject to recording by the County on May 14, 2008. At that time, there was ongoing litigation being heard by the Florida Supreme Court between Save Our Beaches, Inc and the Florida Department of Environmental Protection (FDEP) regarding the establishment of an ECL. Earlier this year, the FDEP prevailed, and the current process was upheld.

The establishment of the ECL is required prior to the issuance of regulatory permits for the proposed beach nourishment project as well as a key step towards nourishing Perdido Key beaches.

BUDGETARY IMPACT:

There is no direct budgetary impact to approving the recording of the ECL Survey. However, there is a local match required when the nourishment project is constructed and for continued maintaince of the project post-construction to maximize eligibility for FEMA funds in the event of a declared disaster. Local funding may not be required if the project is fully funded through the Natural Resource Damage Assessment (NRDA) process associated with the Deepwater Horizon Oil Spill.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution and Survey has been reviewed by Stephen West, Assistant County Attorney, and approved as to form and legal sufficiency.

PERSONNEL:

No additional personnel will be required associated with this project. Project management will continue through the Community & Environment Department.

POLICY/REQUIREMENT FOR BOARD ACTION:

This project is consistent with the Board's adopted Comprehensive Plan Goal to "properly manage and conserve the important natural resources of the County..."

IMPLEMENTATION/COORDINATION:

The Community & Environment Department will continue to coordinate with the US Army Corps of Engineers, the Florida Department of Environmental Protection, various County Departments and Escambia County citizens regarding the ECL establishment.

Attachments

FDEP Resolution for Perdido Key ECL

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF
THE STATE OF FLORIDA**

RESOLUTION

WHEREAS, Sections 161.141 through 161.211, Florida Statutes, authorize the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to locate and fix an erosion control line in the tidal waters of the State of Florida where beach erosion is a serious menace to the economy and general welfare of the people of the state; and,

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida held a public hearing on December 10, 2007 at the Community Center Building of Perdido Bay United Methodist Church, Pensacola, Florida, on the proposed Perdido Key Erosion Control Line, Escambia County as surveyed on August 31, 2007 by Richard J. Sawyer, Professional Surveyor and Mapper, Florida Registration Number 6131, being more particularly described in Exhibit A, attached hereto and made a part hereof; and,

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has examined the evidence on the merits of the proposed beach erosion project and finds that the restoration of the beach is in the interest of the public; and

WHEREAS, the owners of lands riparian to the proposed erosion control line extensions and within a thousand feet thereof by radial measurement have been notified by certified mail of the proceedings to establish the erosion control line; and,

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has determined that all requirements of the statutes hereunto applicable have been complied within proper manner.

Based on the foregoing, the erosion control line, more particularly described in Exhibit A, is hereby approved, adopted and certified for the purposes prescribed by

Sections 161.141 through 161.211, Florida Statutes, and shall remain in effect until invalidated in accordance with the law.

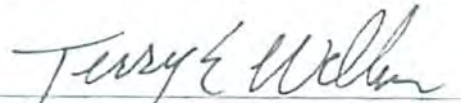
Signed this 14th day of May A.D., 2008.

(SEAL)

Board of Trustees of the
Internal Improvement Trust
Fund of the State of Florida

BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA

BY:



Terry E. Wilkinson,
Chief,
Bureau of Survey and Mapping,
Division of State Lands,
Department of Environmental
Protection, as agent for and on behalf
of the Board of Trustees of the
Internal Improvement Trust Fund of
the State of Florida.

APPROVED AS TO FORM & LEGALITY:


DEP Attorney

This Instrument Prepared By:
W. Lamar Evers, PLS
Department of Environmental Protection
Division of State Lands
Bureau of Survey and Mapping
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

EXHIBIT "A"

A line lying in and being a portion of Township 4 South, Ranges 32 and 33 West, Sections 01, 05 and 06 and Township 3 South, Range 32 West, Sections 32, 34, 35 and 36 Perdido Key, Escambia County, Florida and being more particularly described as follows:

Commence at a Escambia County Permanent Reference Monument (Designation ESC - 4125), having for its coordinates Northing 479,112.15 and Easting 1,017,763.42 in the Florida State Plane Coordinate System, North Zone (0903) Lambert Projection, relative to the North American Datum 1983 / 1990 adjustment; thence proceed South $61^{\circ}18'08''$ West a distance of 2137.89 feet to a point on the Mean High Water Line (Elevation = 0.94 feet NAVD88) of the Gulf of Mexico, said point being the Point of Beginning and having said coordinates of Northing 478,085.56 and Easting 1,015,888.14, and intersecting the Florida / Alabama State line, said line being the West line of Section 01, Township 4 South, Range 33 West; thence proceeding Easterly along the Mean High Water Line North $78^{\circ}06'25''$ East a distance of 12.30 feet; thence North $84^{\circ}49'28''$ East a distance of 180.92 feet; thence North $80^{\circ}21'11''$ East a distance of 180.99 feet; thence North $83^{\circ}48'58''$ East a distance of 180.75 feet; thence North $81^{\circ}17'47''$ East a distance of 180.87 feet; thence North $75^{\circ}40'06''$ East a distance of 180.22 feet; thence North $77^{\circ}27'02''$ East a distance of 180.04 feet; thence North $75^{\circ}27'26''$ East a distance of 180.24 feet; thence North $71^{\circ}56'39''$ East a distance of 180.19 feet; thence North $81^{\circ}12'01''$ East a distance of 179.96 feet; thence North $77^{\circ}39'09''$ East a distance of 180.32 feet; thence North $78^{\circ}08'10''$ East a distance of 180.12 feet; thence North $79^{\circ}02'42''$ East a distance of 180.07 feet; thence North $78^{\circ}45'00''$ East a distance of 180.27 feet; thence North $75^{\circ}54'54''$ East a distance of 180.11 feet; thence North $76^{\circ}36'05''$ East a distance of 180.04 feet; thence North $80^{\circ}14'37''$ East a distance of 180.04 feet; thence North $80^{\circ}48'50''$ East a distance of 179.65 feet; thence North $76^{\circ}33'25''$ East a distance of 180.19 feet to a point lying South $03^{\circ}13'43''$ East a distance of 663.69 feet from found DEP Control Monument designated R004; thence North $77^{\circ}35'13''$ East a distance of 178.69 feet; thence North $78^{\circ}22'32''$ East a distance of 180.00 feet; thence North $78^{\circ}22'29''$ East a distance of 179.99 feet; thence North $78^{\circ}24'05''$ East a distance of 180.30 feet; thence North $79^{\circ}58'26''$ East a distance of 180.42 feet; thence North $77^{\circ}23'44''$ East a distance of 180.23 feet to a point lying South $03^{\circ}03'25''$ East a distance of 633.58 feet from found DEP 2nd Order Control Monument designated 4884 A06 E202; thence North $72^{\circ}55'13''$ East a distance of 180.25 feet; thence North $73^{\circ}02'53''$ East a distance of 180.10 feet; thence North $76^{\circ}33'10''$ East a distance of 180.99 feet; thence North $80^{\circ}35'14''$ East a distance of 180.14 feet; thence North $82^{\circ}25'01''$ East a distance of 181.57 feet; thence North $83^{\circ}55'01''$ East a distance of 180.90 feet; thence North $85^{\circ}36'06''$ East a distance of 180.73 feet; thence North $84^{\circ}51'50''$ East a distance of 180.51 feet; thence North $84^{\circ}19'39''$ East a distance of 180.08 feet; thence North $82^{\circ}32'07''$ East a distance of 180.73 feet; thence North $80^{\circ}53'10''$ East a distance of 180.31 feet; thence North $79^{\circ}11'52''$ East a distance of 181.04 feet; thence North $76^{\circ}49'58''$ East a distance of 179.90 feet; thence North $77^{\circ}04'14''$ East a distance of 180.20 feet; thence North $76^{\circ}23'15''$ East a distance of 180.33 feet; thence North $72^{\circ}46'56''$ East a distance of 180.74 feet; thence North $73^{\circ}27'56''$ East a distance of 180.01 feet; thence North $85^{\circ}06'18''$ East a distance of

179.53 feet; thence North 81°00'11" East a distance of 179.75 feet; thence North 81°12'50" East a distance of 181.61 feet; thence North 83°51'18" East a distance of 192.91 feet; thence North 80°38'56" East a distance of 191.34 feet; thence North 78°47'27" East a distance of 188.99 feet to a point lying South 01°23'47" West a distance of 520.46 feet from found DEP Control Monument designated R009; thence North 80°44'37" East a distance of 188.88 feet; thence North 79°06'13" East a distance of 189.44 feet; thence North 79°50'58" East a distance of 190.26 feet; thence North 79°34'01" East a distance of 191.18 feet; thence North 79°03'22" East a distance of 190.58 feet; thence North 77°50'42" East a distance of 190.97 feet; thence North 79°33'41" East a distance of 191.41 feet; thence North 77°16'03" East a distance of 191.24 feet; thence North 77°54'48" East a distance of 190.61 feet; thence North 79°02'44" East a distance of 189.85 feet; thence North 76°50'47" East a distance of 190.36 feet; thence North 76°21'30" East a distance of 190.50 feet; thence North 73°49'20" East a distance of 188.63 feet to a point lying South 12°32'49" East a distance of 656.21 feet from found DEP Control Monument designated R011; thence North 74°43'17" East a distance of 191.92 feet; thence North 74°58'11" East a distance of 189.99 feet; thence North 75°00'35" East a distance of 189.79 feet; thence North 78°53'34" East a distance of 190.04 feet; thence North 78°02'08" East a distance of 191.07 feet; thence North 79°08'01" East a distance of 192.50 feet; thence North 78°59'03" East a distance of 191.34 feet; thence North 76°35'25" East a distance of 73.78 feet to a point lying South 33°35'48" West a distance of 872.40 feet from found DEP Control Monument designated R013; thence North 76°35'16" East a distance of 118.12 feet; thence North 78°25'59" East a distance of 190.21 feet; thence North 79°04'39" East a distance of 191.10 feet; thence North 75°26'33" East a distance of 191.92 feet; thence North 74°07'30" East a distance of 190.32 feet; thence North 75°38'29" East a distance of 191.46 feet; thence North 78°57'32" East a distance of 190.27 feet; thence North 81°07'07" East a distance of 193.41 feet to a point lying South 09°08'01" East a distance of 468.72 feet from found DEP Control Monument designated R014; thence North 84°25'14" East a distance of 190.07 feet; thence North 82°42'25" East a distance of 189.77 feet; thence North 83°55'29" East a distance of 189.80 feet; thence North 82°37'30" East a distance of 190.11 feet; thence North 78°35'18" East a distance of 191.95 feet; thence North 78°44'24" East a distance of 191.08 feet; thence North 75°56'49" East a distance of 191.54 feet; thence North 74°44'31" East a distance of 190.53 feet; thence North 74°27'31" East a distance of 192.62 feet; thence North 77°41'42" East a distance of 190.98 feet; thence North 80°32'07" East a distance of 191.27 feet to a point lying South 10°26'17" East a distance of 612.43 feet from found DEP 2nd Order Control Monument designated 4884 A01 RM2 E223; thence North 77°15'33" East a distance of 190.34 feet; thence North 84°21'36" East a distance of 190.38 feet; thence North 78°49'53" East a distance of 190.19 feet; thence North 87°19'28" East a distance of 191.30 feet; thence North 85°05'34" East a distance of 191.48 feet; thence North 78°25'28" East a distance of 191.12 feet; thence North 79°58'18" East a distance of 188.36 feet; thence North 75°58'58" East a distance of 190.33 feet; thence North 74°53'32" East a distance of 190.76 feet; thence North 76°42'35" East a distance of 190.79 feet; thence North 76°45'38" East a distance of 190.77 feet; thence North 76°49'00" East a distance of 191.74 feet; thence North 75°10'36" East a distance of 190.00 feet; thence North 80°45'34" East a distance of

189.91 feet to a point lying South 03°24'05" East a distance of 449.76 feet from found DEP Control Monument designated R019; thence North 77°46'00" East a distance of 191.63 feet; thence North 80°42'48" East a distance of 190.30 feet; thence North 82°18'53" East a distance of 186.94 feet; thence North 78°56'11" East a distance of 191.00 feet; thence North 80°58'35" East a distance of 190.30 feet; thence North 85°34'54" East a distance of 192.24 feet; thence North 76°26'59" East a distance of 195.27 feet; thence North 81°27'57" East a distance of 190.90 feet; thence North 82°24'09" East a distance of 190.91 feet; thence North 83°23'32" East a distance of 188.06 feet; thence North 80°48'53" East a distance of 188.06 feet; thence North 79°45'19" East a distance of 188.75 feet; thence North 78°31'31" East a distance of 193.16 feet to a point lying South 50°44'36" East a distance of 597.01 feet from found DEP Control Monument designated R021; thence North 79°48'33" East a distance of 186.42 feet; thence North 82°35'54" East a distance of 188.78 feet; thence North 83°43'34" East a distance of 188.69 feet; thence North 82°35'53" East a distance of 187.85 feet; thence North 83°15'04" East a distance of 188.05 feet; thence North 83°17'48" East a distance of 190.78 feet; thence North 85°15'17" East a distance of 187.36 feet; thence North 84°03'32" East a distance of 192.94 feet; thence North 78°56'55" East a distance of 189.84 feet; thence North 76°51'48" East a distance of 190.34 feet; thence North 79°55'12" East a distance of 189.69 feet; thence North 84°44'23" East a distance of 189.46 feet; thence North 82°01'30" East a distance of 189.78 feet; thence North 77°02'52" East a distance of 189.97 feet; thence North 78°58'16" East a distance of 192.68 feet; thence North 80°27'45" East a distance of 185.71 feet; thence North 81°25'08" East a distance of 189.78 feet; thence North 84°42'17" East a distance of 189.00 feet; thence North 85°33'20" East a distance of 189.65 feet to a point lying South 05°05'16" West a distance of 452.80' from found DEP 2nd Order Control Monument designated 4884 A12 E207; thence North 88°59'25" East a distance of 190.90 feet; thence North 83°50'57" East a distance of 181.15 feet; thence North 88°19'05" East a distance of 198.64 feet; thence North 83°14'03" East a distance of 190.39 feet; thence North 86°20'06" East a distance of 190.08 feet; thence North 85°39'29" East a distance of 187.70 feet; thence North 82°29'33" East a distance of 190.57 feet; thence North 85°03'23" East a distance of 189.73 feet; thence North 78°22'28" East a distance of 190.91 feet; thence North 77°16'01" East a distance of 188.87 feet to a point lying South 03°41'55" West a distance of 470.02 feet from found DEP Control Monument designated R027; thence North 79°31'46" East a distance of 189.20 feet; thence North 79°36'09" East a distance of 191.70 feet; thence North 81°16'52" East a distance of 188.28 feet; thence North 78°36'26" East a distance of 188.83 feet; thence North 80°45'40" East a distance of 201.18 feet; thence North 81°08'41" East a distance of 190.08 feet; thence North 81°44'59" East a distance of 190.18 feet; thence North 80°29'22" East a distance of 191.92 feet; thence North 79°41'21" East a distance of 187.39 feet; thence North 85°37'34" East a distance of 189.73 feet; thence North 82°53'07" East a distance of 195.38 feet; thence North 81°36'44" East a distance of 189.69 feet; thence North 86°03'11" East a distance of 192.06 feet; thence North 87°18'07" East a distance of 189.70 feet; thence North 83°31'00" East a distance of 188.57 feet; thence North 79°49'52" East a distance of 193.25 feet; thence North 75°34'00" East a distance of 186.16 feet; thence North 76°11'24" East a distance of 189.19 feet; thence North 77°45'31" East a distance of

196.29 feet; thence North 77°48'56" East a distance of 191.61 feet; thence North 82°08'51" East a distance of 187.89 feet; thence North 77°44'27" East a distance of 190.22 feet; thence North 76°01'42" East a distance of 191.14 feet; thence North 76°41'27" East a distance of 189.05 feet; thence North 80°18'21" East a distance of 192.59 feet; thence North 80°33'55" East a distance of 188.56 feet; thence North 80°37'29" East a distance of 201.23 feet; thence North 78°00'42" East a distance of 99.35 feet to a point lying South 18°24'41" West a distance of 389.04 feet from found DEP 2nd Order Control Monument designated 4884 A15 E233; thence North 78°00'20" East a distance of 90.73 feet; thence North 75°47'55" East a distance of 199.17 feet to a point lying South 24°36'25" East a distance of 324.27 feet from found DEP Control Monument designated R032; thence North 75°37'32" East a distance of 190.37 feet; thence North 76°29'27" East a distance of 188.05 feet; thence North 74°48'05" East a distance of 189.33 feet; thence North 82°25'59" East a distance of 191.30 feet; thence North 80°29'18" East a distance of 190.45 feet; thence North 80°01'30" East a distance of 190.69 feet; thence North 76°28'50" East a distance of 189.66 feet; thence North 77°38'28" East a distance of 190.41 feet; thence North 77°19'10" East a distance of 189.96 feet; thence North 78°44'27" East a distance of 190.14 feet; thence North 83°48'53" East a distance of 190.23 feet to a point lying South 02°16'05" West a distance of 490.76 feet from found DEP Control Monument designated R034; thence North 87°51'37" East a distance of 102.65 feet; thence North 82°18'22" East a distance of 199.63 feet; thence North 78°25'34" East a distance of 199.46 feet to the Point of Termination of the aforementioned Mean High Water Line, said point having said coordinates of Northing 484,244.48 and Easting of 1,050,018.74 and lying South 66°17'04" West a distance of 1,860.95 feet from found DEP 2nd Order Control Monument designated 4884 A16 E208, said Monument having coordinates of Northing 484,992.94 and Easting 1,051,722.54. Total length of Mean High Water Line as described is 34,743.81 feet or 6.58 miles.

DEPT OF ENVIRONMENTAL
PROTECTION

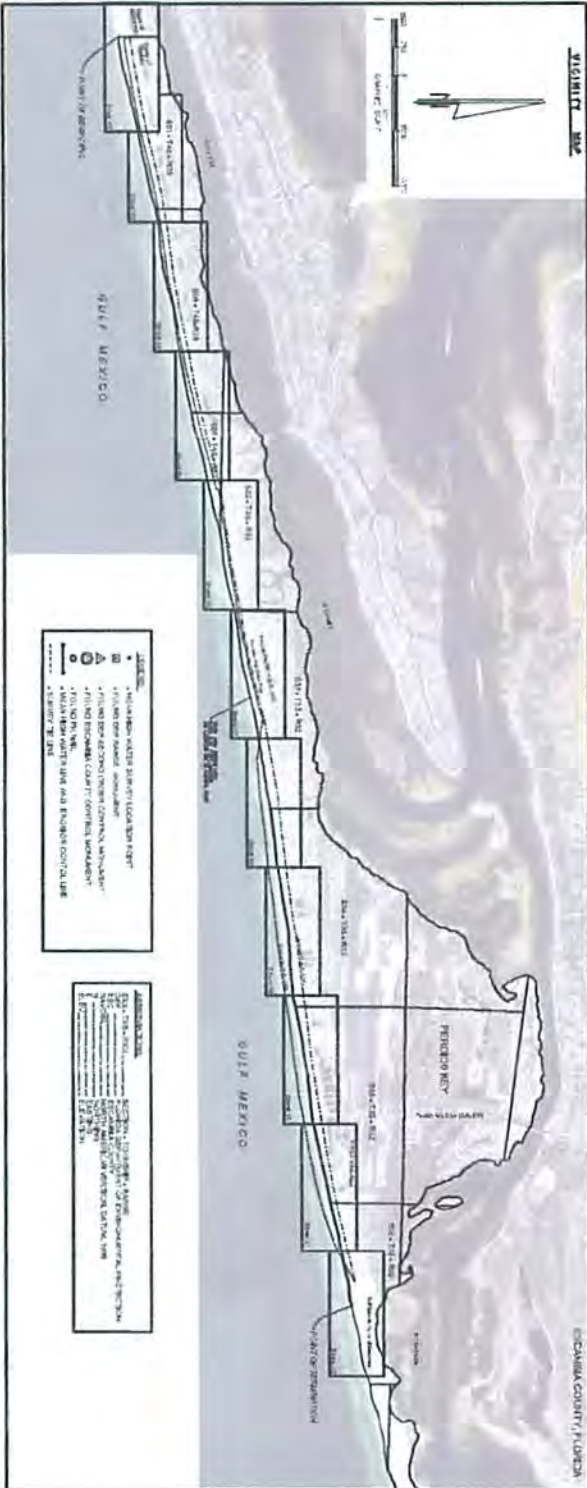
MAY 5 - 2008

OFFICE OF
GENERAL COUNSEL

DESCRIPTION OF MEAN HIGH WATERLINE
 IN PERDIDO KEY, FLORIDA

MEAN HIGH WATER SURVEY AND EROSION CONTROL LINE
 PERDIDO KEY, FLORIDA

MEAN HIGH WATER SURVEY AND EROSION CONTROL LINE
 PERDIDO KEY, FLORIDA
 TOWNSHIP 3 SOUTH, RANGE 32 WEST, SECTIONS 32, 34, 35, 36 ALONG WITH
 TOWNSHIP 4 SOUTH, RANGE 32 & 33 WEST, SECTIONS 1, 5, 6,
 PERDIDO KEY, ESCAMBIA COUNTY, FLORIDA
 TOTAL LENGTH = 6.58 MILES



SECTION	LENGTH (MILES)	WIDTH (FEET)	AREA (ACRES)
32	0.15	100	15
34	0.15	100	15
35	0.15	100	15
36	0.15	100	15
1	0.15	100	15
5	0.15	100	15
6	0.15	100	15

COMPARISONS
 The mean high water line shown on this map was determined by a survey conducted in 1985. This survey was conducted by the Florida Department of Transportation, Bureau of Transportation Planning and Design, under the supervision of Mr. Robert J. Sawyer, P.E., and was conducted in accordance with the Florida Statutes, Chapter 349, and the Florida Department of Transportation, Bureau of Transportation Planning and Design, Manual of Instructions for the Survey of Waterways, Chapter 100, Section 100.01.

NOTES
 1. THE MEAN HIGH WATER LINE SHOWN ON THIS MAP WAS DETERMINED BY A SURVEY CONDUCTED IN 1985. THIS SURVEY WAS CONDUCTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, BUREAU OF TRANSPORTATION PLANNING AND DESIGN, UNDER THE SUPERVISION OF MR. ROBERT J. SAWYER, P.E., AND WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA STATUTES, CHAPTER 349, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, BUREAU OF TRANSPORTATION PLANNING AND DESIGN, MANUAL OF INSTRUCTIONS FOR THE SURVEY OF WATERWAYS, CHAPTER 100, SECTION 100.01.
 2. THE MEAN HIGH WATER LINE SHOWN ON THIS MAP WAS DETERMINED BY A SURVEY CONDUCTED IN 1985. THIS SURVEY WAS CONDUCTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, BUREAU OF TRANSPORTATION PLANNING AND DESIGN, UNDER THE SUPERVISION OF MR. ROBERT J. SAWYER, P.E., AND WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA STATUTES, CHAPTER 349, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, BUREAU OF TRANSPORTATION PLANNING AND DESIGN, MANUAL OF INSTRUCTIONS FOR THE SURVEY OF WATERWAYS, CHAPTER 100, SECTION 100.01.
 3. THE MEAN HIGH WATER LINE SHOWN ON THIS MAP WAS DETERMINED BY A SURVEY CONDUCTED IN 1985. THIS SURVEY WAS CONDUCTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, BUREAU OF TRANSPORTATION PLANNING AND DESIGN, UNDER THE SUPERVISION OF MR. ROBERT J. SAWYER, P.E., AND WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA STATUTES, CHAPTER 349, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, BUREAU OF TRANSPORTATION PLANNING AND DESIGN, MANUAL OF INSTRUCTIONS FOR THE SURVEY OF WATERWAYS, CHAPTER 100, SECTION 100.01.
 4. THE MEAN HIGH WATER LINE SHOWN ON THIS MAP WAS DETERMINED BY A SURVEY CONDUCTED IN 1985. THIS SURVEY WAS CONDUCTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, BUREAU OF TRANSPORTATION PLANNING AND DESIGN, UNDER THE SUPERVISION OF MR. ROBERT J. SAWYER, P.E., AND WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA STATUTES, CHAPTER 349, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, BUREAU OF TRANSPORTATION PLANNING AND DESIGN, MANUAL OF INSTRUCTIONS FOR THE SURVEY OF WATERWAYS, CHAPTER 100, SECTION 100.01.
 5. THE MEAN HIGH WATER LINE SHOWN ON THIS MAP WAS DETERMINED BY A SURVEY CONDUCTED IN 1985. THIS SURVEY WAS CONDUCTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, BUREAU OF TRANSPORTATION PLANNING AND DESIGN, UNDER THE SUPERVISION OF MR. ROBERT J. SAWYER, P.E., AND WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA STATUTES, CHAPTER 349, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, BUREAU OF TRANSPORTATION PLANNING AND DESIGN, MANUAL OF INSTRUCTIONS FOR THE SURVEY OF WATERWAYS, CHAPTER 100, SECTION 100.01.

APPROVALS
 STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 BUREAU OF TRANSPORTATION PLANNING AND DESIGN
 OFFICE OF THE CHIEF ENGINEER
 PERDIDO KEY, FLORIDA

DATE: _____

BY: _____

CHIEF ENGINEER

DATE: _____

BY: _____

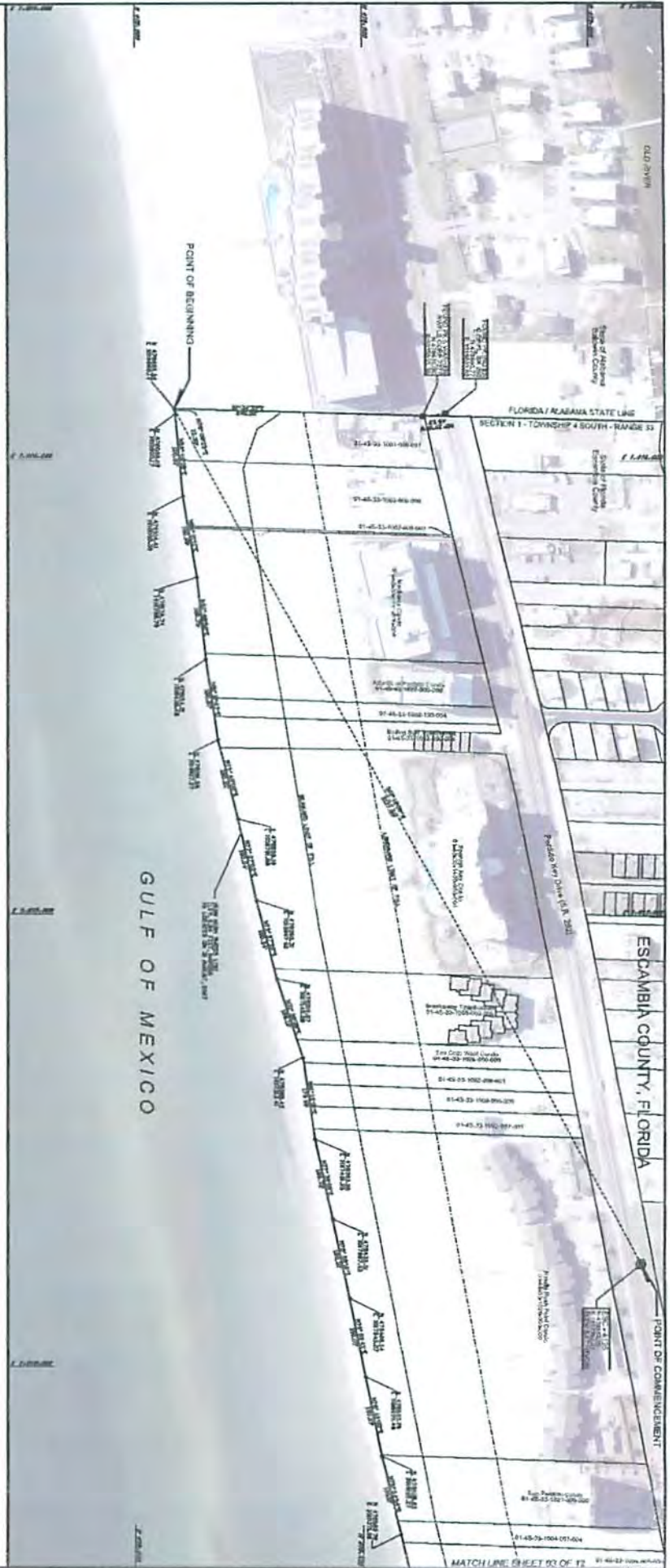
CHIEF SURVEYOR

Hydrographic Information Services, Inc.
 Professional Hydrographers • Surveyors • Pilots
 7333 Corporate Center Avenue, Suite 200
 Jacksonville, Florida 32220
 LSA No. 1568

Contract No. 1568
 Project No. 1568
 Date: 10/15/85

Scale: 1" = 1000'

Sheet 11 of 12



Parcel ID No.	Owner/Property Address	Area (Acres)	Area (Sq. Ft.)
11-01-01-001
11-01-01-002
11-01-01-003
11-01-01-004
11-01-01-005
11-01-01-006
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11-01-01-100



Hydrographic Information Services, Inc.
 Professional Hydrographers • Surveyors • Mappers
 7033 Commonwealth Avenue, Suite A
 Jacksonville, Florida 32216
 Tel: 904.756.5100
 Fax: 904.756.5100

Prepared for: Ocean Associates, Inc., Jacksonville, FL
 Date of Survey: 08/11/11
 Project: 08/11/11
 Station: 08/11/11
 Sheet: 08/11/11

Scale: 1" = 100'
 Date: 08/11/11
 Sheet: 08/11/11
 Project: 08/11/11



PARCEL ID NO.	OWNER/OWNER'S NAME	PROPERTY ADDRESS	OWN	STATE	ZIP
14-02-20-001-000-010
14-02-20-001-000-011
14-02-20-001-000-012
14-02-20-001-000-013
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HIS
 Hydrographic Information Services, Inc.
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 7003 Comstock Avenue, Suite A
 Jacksonville, Florida 32226 904.779.8155
 28 Nov. 2010

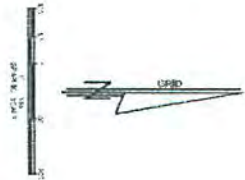
Prepared For: Client Association, Inc. - Jacksonville, FL
 Master Plan Water Survey and Elevation Control Net and
 Townwide Flood Hazard Study, Escambia County, Florida
 Project No. Escambia County, Florida

DATE	BY	REVISIONS

Drawn By: JLB
 Checked By: JLB
 Title: PROJECT
 Scale: AS SHOWN
 Date: 08/11

LEGEND

- - BOUNDARY SURVEY CONTROL POINT
- △ - POINT OF INTERSECTION
- - POINT OF ALL
- - MEAN HIGH WATER LINE AND ESCAMBIA COUNTY LINE
- - BOUNDARY LINE



REFER TO SHEET N. FOR NOTES
 REFER TO SHEET N. FOR DATA COLLECTION



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-967

County Administrator's Report Item #: 14. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/07/2011

Issue: Solid Waste Management - Request for Disposition of Property

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the three Requests for Disposition of Property Forms for the Solid Waste Management Department for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

SWM Disposition Request

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Solid Waste Management COST CENTER NO: 220601/220603

Susan Holt
 Property Custodian (PRINT FULL NAME) DATE: 5/31/11

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	53968	Dell Desktop Computer	5KC3M71	SX280	2005	Poor
Y	51064	Dell Optiplex Desktop Computer	D3VYR11	GX240	2002	Poor
Y	55573	Dell Laptop Computer	41W6BC1	D520	2006	Poor

Disposal Comments: Replaced by new equipment.

INFORMATION TECHNOLOGY (IT Technician): DAVID SCRUGES
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 31 MAY 11 Information Technology Technician Signature: [Signature]

TO: County Administration Date: 6/1/11
 FROM: Solid Waste Department Department Director (Signature): [Signature]
 Department Director (Print Name): Patrick Johnson

RECOMMENDATION: Date: 6/24/11
 TO: Board of County Commissioners
 FROM: County Administration
[Signature]
 Charles R. "Randy" Oliver, CPA, PE
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Solid Waste Management COST CENTER NO: 220603 / 220602

Susan Holt
 Property Custodian (PRINT FULL NAME) DATE: 5/31/11

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	38875	Pump Centrifugal (Sand Filter)	992313	04A20-B	1992	Poor
N	39406	Pump Base Mounted (SE Storm)	1017836	04A20-B	1993	Poor
N	39408	Pump Base Mounted (SW Storm)	1017838	04A20-B	1993	Poor
N	41620	Submersible Pump (20 HP)	S20782	S4L200M44	1995	Poor
Y	38634	VHS Video Camera			1991	Poor

Disposal Comments: Pumps cannot be repaired and have been replaced with new equipment. Camera is obsolete.

Mechanical Equipment Technician: T. Dennis Rigby
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 6/24/11 Technician Signature: [Signature]

TO: County Administration Date: 6/1/11
 FROM: Solid Waste Department Department Director (Signature): [Signature]

Department Director (Print Name): Patrick Johnson

RECOMMENDATION: Date: 6/24/11
 TO: Board of County Commissioners
 FROM: County Administration
[Signature]
 Charles R. "Randy" Oliver, CPA, PE
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Solid Waste Management COST CENTER NO: 220602

Susan Holt
 Property Custodian (PRINT FULL NAME) DATE: 5/31/11

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	49414	Timco ZG-PNTC Compressor	002072		2000	Poor
N	49415	Timco ZG-PNTC Compressor	002073		2000	Poor
N	49416	Timco ZG-PNTC Compressor	002074		2000	Poor
N	49417	Timco ZG-PNTC Compressor	002075		2000	Poor
N	49418	Timco ZG-PNTC Compressor	002076		2000	Poor

Disposal Comments: Equipment no longer need and repair is not cost effective.

Mechanical Equipment Technician: T. Dennis Rigby

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 6/24/11 Technician Signature: [Signature]

TO: County Administration Date: 6/1/11
 FROM: Solid Waste Department Department Director (Signature): [Signature]

Department Director (Print Name): Patrick Johnson

RECOMMENDATION: Date: 6/24/11
 TO: Board of County Commissioners
 FROM: County Administration
[Signature]
 Charles R. "Randy" Oliver, CPA, PE
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department
 Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1049

County Administrator's Report Item #: 14. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/07/2011

Issue: Surplus of IT Equipment

From: Charles Bourne

Organization: State Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Requests for Disposition of County Property for the Office of the State Attorney - Charles Bourne, MIS Director

That the Board approve the three Requests for Disposition of Property Forms for the Office of the State Attorney for property which is described and listed on the forms, with reason for disposition stated. The equipment has been cannibalized to keep other IT (information technology) equipment in working order, or has major problems of its own that make it uneconomical to repair. The items are whole, but with non-functioning parts.

BACKGROUND:

IT equipment purchased from Article 5 funding by Office of State Attorney

BUDGETARY IMPACT:

No impact. Article 5 funds are for purchase of IT equipment or payment of IT related expenses only

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved by Charles Bourne, Office of State Attorney MIS Director.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Items have no residual value other than scrap. Recommend that Esc Co pick up items for destruction. Please contact Charles Bourne at 595-4273 to schedule pickup.

Attachments

Request for Disposition of Property Forms

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Office of State Attorney COST CENTER NO: _____

DATE: 6/8/2011

Property Custodian (PRINT FUL Charles Bourne)

Property Custodian (Signature): *Charles Bourne* Phone No: 850-595-4273

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53484	Dell Gx280	6SH4361	Gx 280	2004	poor
Y	53491	Dell Gx280	BSH4361	Gx 280	2004	poor
Y	53619	Dell Gx280	H4WGK61	Gx 280	2005	poor
Y	53688	Dell Gx280	BLQ7W61	Gx 280	2005	poor
Y	53693	Dell Gx280	HLQ7W61	Gx 280	2005	poor
Y	53697	Dell Gx280	9MQ7W61	Gx 280	2005	poor

Disposal Comments: Compute or have

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: _____ 0

FROM: Escambia County Bureau Bureau Chief (Signature): _____

Bureau Chief (Print Name): _____

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date: 6/27/11

Charles R. Oliver

Charles R. "Randy" Oliver
 County Administrator or designee

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

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 02-16-11

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Office of State Attorney COST CENTER NO: _____
 DATE: 6/8/2011

Property Custodian (PRINT FUL Charles Bourne)

Property Custodian (Signature): Charles A Bourne Phone No: 850-595-4273

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53927	Dell Gx280	95HBH71	Gx 280	2005	poor
Y	53931	Dell Gx280	BTHBH71	Gx 280	2005	poor
Y	54501	Dell Gx520	HJTG81	Gx 520	2005	poor
Y	54505	Dell Gx520	2LJTG81	Gx 520	2005	poor
Y	54881	Dell Gx520	1VMXQ91	Gx 520	2006	poor
Y	55503	Dell Gx520	FYMQ4C1	Gx 520	2006	poor

Disposal Comments: Compute
no have

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: _____ 0

FROM: Escambia County Bureau Bureau Chief (Signature): _____

Bureau Chief (Print Name): _____

RECOMMENDATION: Date: 6/27/11

TO: Board of County Commissioners

FROM: County Administration Charles R. Oliver

Charles R. "Randy" Oliver
 County Administrator or designee

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

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 02-16-11

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Office of State Attorney COST CENTER NO: _____

DATE: 6/8/2011

Property Custodian (PRINT FULL NAME): Charles Bourne

Property Custodian (Signature): *Charles Bourne* Phone No: 850-595-4273

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54664	Dell D510	56Y6W81	D 510	2005	poor
Y	56042	Dell D520	165MBD1	D 520	2007	poor

Disposal Comments: Computer have

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: _____ 0

FROM: Escambia County Bureau Bureau Chief (Signature): _____

Bureau Chief (Print Name): _____

RECOMMENDATION:

TO: Board of County Commissioners
 FROM: County Administration

Date: 6/27/11

Charles R. Oliver

Charles R. "Randy" Oliver
 County Administrator or designee

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

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1048 County Administrator's Report Item #: 14. 10.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 07/07/2011

Issue: Resolution of Support for Project "Sugar"

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Project "Sugar" as an Economic Development Prospect - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning Project "Sugar" as an economic development prospect:

- A. Rescind the Board's action of June 2, 2011, adopting Resolution R2011-86;
- B. Repeal Resolution R2011-86;
- C. Adopt the Resolution recommending Project "Sugar" as a Qualified Target Industry, providing for local financial support in the form of a Grant; and
- D. Authorize the Chairman to sign the Resolution.

BACKGROUND:

On June 2, 2011, the Board approved Resolution R2011-86 recommending that Project "Sugar" be approved as an economic development prospect. Project "Sugar" is a maker of confectionery products and is expected to bring over 100 full-time jobs to the area, with an average (annual) wage of \$40,745, exclusive of benefits, and a minimum capital investment of \$6 million.

The Resolution was amended to include wage information and to correct the street name.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was approved by Legal for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Project Sugar Reolution

RESOLUTION NUMBER R2011-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RECOMMENDING "PROJECT SUGAR" BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO §288.106, FLORIDA STATUTES; AFFIRMING THAT THE PROPOSED PROJECT SITE IS LOCATED IN A DESIGNATED ENTERPRISE ZONE; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF A GRANT FOR THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the prospective business under consideration is a confectionery products business that is considering Escambia County as the location for a major capital investment; and

WHEREAS, the prospective business, currently identified as "Project Sugar," plans to bring over 100 full-time jobs to the area with an average wage of \$40,745.00, exclusive of benefits, and a minimum capital investment of \$6 million; and

WHEREAS, Project Sugar has been identified as a Target Industry Business; and

WHEREAS, Project Sugar intends to locate in an Enterprise Zone designated pursuant to §290.0065, Florida Statutes, within Escambia County, specifically Enterprise Zone 1703, at 33 Brent Lane, Pensacola, Florida; and

WHEREAS, as a result of this location, Project Sugar is eligible to apply for the Qualified Target Industry Tax Refund for an Enterprise Zone location, pursuant to §288.106(3)(b)1, Florida Statutes; and

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

WHEREAS, the local financial support equal to 20% of the tax refund granted to the Qualified Target Industry Business for the Qualified Targeted Industry Tax Refund Program for an Enterprise Zone location will be provided by the County in the form of a grant per the guidelines and restrictions established under the Escambia County Economic Development Incentive Fund Program, as set forth in Sections 78-309 through 78-315 of the Escambia County Code of Ordinances.

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

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

Section 2. That the Board hereby recommends "Project Sugar" for approval as a Qualified Target Industry Business, pursuant to §288.106, Florida Statutes.

Section 3. That the Board has determined the basis of this project's average private sector wage commitment calculation shall be \$40,745.00, which is 115% of Escambia County annual average wage.

Section 4. That local financial support in the amount of \$120,000.00, which equals 20% of the tax refund granted to the Qualified Target Industry Business for the Qualified Target Industry Tax Refund Program for an Enterprise Zone location will be provided by the County to Project Sugar in accordance with the guidelines set forth by the Governor's Office of Tourism, Trade, and Economic Development with the stipulation that these funds are intended to represent local financial support pursuant to §288.106, Florida Statutes.

Section 5. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

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 Justin Hue

Title ACA

Date 6/30/11

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Continued...

- B. Authorizing the Chairman to execute the *Special Needs Housing Rental Development Agreement (Transitional Housing)* and all related documents required to fully implement the Agreement and to complete all provisions thereof.

For Information: The Board heard Commissioner Young disclose that she serves on the CELL Board and is involved with Baptist Hospital; however, because she is not paid for this service, she is not precluded from voting on this issue.

11. Project "Sugar" 

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning Project "Sugar," as amended to adjust the (*average annual*) wage number, per the State schedule, from \$43,000 to \$40,745, the (*50-job total*) payroll number (*from \$2,150,000*) to \$2,037,250, and the 100-job (*payroll*) level (*from \$4.3 million*) to \$4,074,500, and to provide a Resolution, instead of a letter:

A. Adopting a Resolution (*R2011-86*) of support for Project "Sugar"; and

B. Approving to establish the Board's intent of support to approve an Economic Development Agreement with Project "Sugar", an economic development prospect; Project "Sugar" is a maker of confectionery products and is expected to bring over 100 full-time jobs to the area, with an average (*annual*) wage of \$40,745, exclusive of benefits, and a minimum capital investment of \$6 million; the total maximum possible incentive would be \$250,000, payable as follows (funds are available in Fund 102, Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations):

(1) \$125,000 when Project "Sugar" reaches 50 jobs, \$2,037,250 in total payroll, and a capital investment of \$6 million; and

(2) \$125,000 when Project "Sugar" reaches 100 jobs and \$4,074,500 in payroll.

RESOLUTION NUMBER R2011- 86

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RECOMMENDING "PROJECT SUGAR" BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO §288.106, FLORIDA STATUTES; AFFIRMING THAT THE PROPOSED PROJECT SITE IS LOCATED IN A DESIGNATED ENTERPRISE ZONE; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF A GRANT FOR THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the prospective business under consideration is a confectionery products business that is considering Escambia County as the location for a major capital investment; and

WHEREAS, the prospective business, currently identified as "Project Sugar," plans to bring over 100 full-time jobs to the area with an average wage of \$40,745.00, exclusive of benefits, and a minimum capital investment of \$6 million; and

WHEREAS, Project Sugar has been identified as a Target Industry Business; and

WHEREAS, Project Sugar intends to locate in an Enterprise Zone designated pursuant to §290.0065, Florida Statutes, within Escambia County, specifically Enterprise Zone 1703, at 33 Rawson Lane, Pensacola, Florida; and

WHEREAS, as a result of this location, Project Sugar is eligible to apply for the Qualified Target Industry Tax Refund for an Enterprise Zone location, pursuant to §288.106(3)(b)1, Florida Statutes; and

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

WHEREAS, the local financial support equal to 20% of the tax refund granted to the Qualified Target Industry Business for the Qualified Targeted Industry Tax Refund Program for an Enterprise Zone location will be provided by the County in the form of a grant per the guidelines and restrictions established under the Escambia County Economic Development Incentive Fund Program, as set forth in Sections 78-309 through 78-315 of the Escambia County Code of Ordinances.

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

Not Agenda Backup
D. Harris 6/15/2011

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

Section 2. That the Board hereby recommends "Project Sugar" for approval as a Qualified Target Industry Business, pursuant to §288.106, Florida Statutes.

Section 3. That local financial support in the amount of \$120,000.00, which equals 20% of the tax refund granted to the Qualified Target Industry Business for the Qualified Target Industry Tax Refund Program for an Enterprise Zone location will be provided by the County to Project Sugar in accordance with the guidelines set forth by the Governor's Office of Tourism, Trade, and Economic Development with the stipulation that these funds are intended to represent local financial support pursuant to §288.106, Florida Statutes.

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

ADOPTED this 2nd day of June, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA




Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date Executed

6-15-2011


Ernie Lee Magaha
Clerk of the Circuit Court

This document approved as to form and legal sufficiency.

By: [Signature]

Title: HCH

Date: 6/10/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-966

County Administrator's Report Item #: 14. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Supplemental Budget Amendment #235 - Interfund Loan Forgiveness

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #235. Interfund Loan Forgiveness - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #235, Internal Service Fund (501) and the Economic Development Fund (102) in the amount of \$1,108,958, to recognize proceeds from an interfund loan and appropriate these funds accordingly.

BACKGROUND:

In 2001 the Board approved an interfund loan between the Internal Service Fund (501) and the Economic Development Fund (102) to finance the purchase of the land for Central Commerce Park. This loan was to be repaid from the proceeds of land sales from the County's various commerce parks. Since there have been no land sales since 2007, and it appears doubtful that further land sales will not be sufficient to cover this loan, on April 7, 2011 the Board approved forgiving this interfund loan.

This supplemental budget amendment establishes the budget necessary to perform the accounting entries required to remove this loan from the County's books.

BUDGETARY IMPACT:

This supplemental budget amendment establishes the budget necessary to perform the accounting entries required to remove this loan from the County's books. There will be no further transfer of cash. The cash transfer was accomplished in 2001.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

011sa235



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-989

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Supplemental Budget Amendment #237 - Increase in ECAT Subsidy

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #237 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #237, General Fund (001) and Mass Transit Fund (104) in the amount of \$122,556, to recognize an increase in the General Fund transfer to the Mass Transit Fund, and to appropriate these funds for increased fuel costs associated with the Escambia County Area Transit System (ECAT).

BACKGROUND:

During the previous fiscal year the BCC reduced a portion of the funds allocated for fuel to ECAT by \$200,000. Fuel costs had dropped at the time when the decision was made. Currently fuel prices are much higher than the same time last year and these funds are needed to maintain the mass transit services at ECAT.

BUDGETARY IMPACT:

This amendment will decrease Fund 001 by \$122,556 and increase Fund 104 by \$122,556.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#237 - ECAT T-Fer

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County Area Transit System (ECAT) needs additional funds to cover fuel costs through the end of the fiscal year. These funds must now be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

General Fund Mass Transit Fund Fund Name	1 104 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Transfers from the General Fund	104	381001	122,556
Total			\$122,556

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Reserves for Operating	001/110201	59805	(122,556)
Transfers to F-104	001/110215	59114	122,556
Operating Supplies	104/270301	55201	122,556
Total			\$122,556

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Kevin W. White, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
237



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1008

County Administrator's Report Item #: 14. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Supplemental Budget Amendment #242 - State of Florida, Division of
Emergency Management Grant Awards

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #242 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #242, Other Grants and Projects Fund (110) in the amount of \$200,745, to recognize proceeds from two State of Florida Division of Emergency Management (FDEM) Grant Agreements, and to appropriate these funds for the Department of Community Affairs (DCA) Civil Defense Grant activities, and the Emergency Management Performance Grant activities.

BACKGROUND:

Escambia County has been awarded two FDEM grants that are being appropriated with this amendment. Agreement #12-BG-XX-01-27-01-017 is a DCA Civil Defense Grant for \$105,806, and agreement #12-FG-XX-01-27-01-084 is an Emergency Management Performance Grant for \$94,939.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$200,745.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2011-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded two grants by the State of Florida, Division of Emergency Management, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
DCA Civil Defense Grant 2012	110	new	\$105,806
Emergency Mgmt Performance 2012	110	new	\$94,939
Total			\$200,745

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Travel & Per Diem	110/330412	54001	\$4,000
Communications	110/330412	54101	\$7,000
Freight and Postage	110/330412	54201	\$500
Repairs and Maintenance	110/330412	54601	\$24,500
Printing and Binding	110/330412	54701	\$11,306
Promotional Activities	110/330412	54801	\$5,000
Office Supplies	110/330412	55101	\$10,000
Operating Supplies	110/330412	55201	\$24,000
Books, Pubs, Subs	110/330412	55401	\$3,500
Training and Educational Costs	110/330412	55501	\$6,000
Buildings	110/330412	56201	\$10,000
Regular Salaries	110/330413	51201	\$43,378
FICA	110/330413	52101	\$3,318
Retirement	110/330413	52201	\$2,311
Life and Health	110/330413	52301	\$8,500
Workers Compensation	110/330413	52401	\$108
Communications	110/330413	54101	\$5,500
Freight and Postage	110/330413	54201	\$500
Repairs and Maintenance	110/330413	54601	\$20,000
Printing and Binding	110/330413	54701	\$1,500
Promotional Activities	110/330413	54801	\$2,000
Office Supplies	110/330413	55101	\$3,024
Operating Supplies	110/330413	55201	\$4,500
Books, Pubs, Subs	110/330413	55401	\$300
Total			\$200,745

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

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

Kevin W. White, Chairman

Deputy Clerk

Adopted

OMB Approved



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1012

County Administrator's Report Item #: 14. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Supplemental Budget Amendment #243 - Forensic Mental Health Grant

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #243 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #243, Other Grants and Projects Fund (110) in the amount of \$122,949, to recognize proceeds from the Florida Department of Children and Families, and to appropriate these funds to be used for forensic mental health specialist services.

BACKGROUND:

Escambia County has been awarded funds in past years to provide forensic mental health specialist services. New funds are being awarded to continue these services for the next three years. The contract is for a total amount of \$142,920. We are recognizing funds remaining on prior year awards and newly awarded funds.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$122,949.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This grant covers the salary for one employee.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 243

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has been awarded funds by Florida Department of Children and Families for forensic mental health specialist services, and these funds must be recognized and appropriated in the current year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Forensic Mental Health	110	334602	\$122,949
Total			\$122,949

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Reserves	110/290501	59801	\$122,949
Total			\$122,949

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Kevin W. White, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#243



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-866

County Administrator's Report Item #: 14. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Obtaining Perdido Key Beach Nourishment Easements

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Obtaining Perdido Key Beach Nourishment Easements - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action regarding beach restoration, nourishment, and erosion control Easements along the gulf front of Perdido Key to facilitate beach nourishment, dune construction, and dune maintenance:

- A. Authorize the County Attorney to prepare Easements for properties on Perdido Key, adjacent to the Gulf of Mexico that are necessary for the Perdido Key Beach Restoration, Nourishment and Erosion Control Project;
- B. Authorize the Chairman to execute a letter transmitting the Easements to the property owners;
- C. Authorize the Chairman to execute the acceptance for properly-executed Easements, and, upon acceptance, authorize the County Attorney to record the Easements in the Public Records;
- D. Authorize expenditure of funds associated with a title search for certain limited parcels at the discretion of the County Attorney;
- E. Authorize payment of incidental expenses for mailing correspondence to owners and recording the Easements in the Public Records; and
- F. Authorize payment of documentary stamp taxes, because the Easements will permit construction of an engineered beach and dune system that will benefit the public by providing protection from hurricane storm surge and preserve the environmentally sensitive beach ecosystems.

[Funding Source: Fund 352, LOST III, Project 08NE0048, Dune Restoration, Cost Center 220102, Object Code 56301 and Fund 352, LOST III, Project 08NE0072, Perdido Key HCP, Cost Center 220102, Object Code 56301]

BACKGROUND:

The impacts of Hurricanes Ivan, Dennis, and Katrina devastated the Perdido Key gulf front shoreline. Temporary protective measures have been implemented through the construction of a vegetated berm funded through Federal Emergency Management Agency (FEMA) and the Florida Department of Environmental Protection Bureau of Beaches and Coastal Systems (FDEP) to provide protection from a 5-year storm event. Temporary construction easements were obtained from each landowner to gain access to private property to construct the improvements. These easements were necessary on Perdido Key as gulf front landowners typically hold title to the Gulf of Mexico mean high water line.

After evaluating the cumulative storm damage, the FDEP deemed portions of Perdido Key beaches as “critically eroded.” These “critically eroded” areas are eligible for more extensive restoration activities such as beach nourishment or further dune restoration. Additionally, work performed in these eroded areas is eligible for partial funding by FDEP. An easement is required to implement and monitor the performance of the project. The easements will serve to facilitate the Perdido Key beach nourishment and dune restoration, grant access to gulf front properties for County staff to perform required monitoring, and pre-position the County for rapid response to restore beaches after storm events. The easement will expire on December 31, 2026.

BUDGETARY IMPACT:

Funds for the mailing out of easement documents, limited title searches, and recording the Easements are available from Fund 352, LOST III, Project 08NE0048, Dune Restoration, Cost Center 220102, Object Code 56301 and Fund 352, LOST III, Project 08NE0072, Perdido Key HCP, Cost Center 220102, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Beach Restoration, Nourishment, and Erosion Control Easement Form was prepared by Stephen G. West, Assistant County Attorney.

PERSONNEL:

Easement preparation and processing will be performed by the County Attorney's Office and coordinated with Community & Environment Department staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

This action is consistent with Board's adopted Comprehensive Plan goal to “properly manage and conserve the important natural resources of the County...”

IMPLEMENTATION/COORDINATION:

Once adopted, easement request forms will be provided to Perdido Key gulf front landowners for their consideration. Community and Environment Department staff will coordinate with the County Attorney's Office and citizens to facilitate easement acquisition.

Attachments

PK Easement Cover Letter

PK Gulf Easement Document



Board of County Commissioners • Escambia County, Florida

Wilson B. Robertson, District 1
Gene M. Valentino, District 2
Marie K. Young, District 3
Grover C. Robinson, IV, District 4
Kevin W. White, District 5

Re: Perdido Key Beach Restoration, Nourishment and Erosion Control Project

Dear _____:

The Board of County Commissioners has directed its staff to begin development of an engineered beach and dune system along the Gulf of Mexico that will help protect properties on Perdido Key against damage from hurricane storm surge and preserve the environmentally sensitive beach ecosystems. Photographs of a similar engineered beach and dune system that the County developed on Pensacola Beach are enclosed with this letter. Additional information on this project is available on the County's website at:

<http://www.myescambia.com/Bureaus/DevelopmentServices/PerdidoKeyBeachNourishment.html>.

In order to accomplish this project, the County will need to construct a portion of the beach and dune system on the southern portion of your property seaward of the 1975 Coastal Construction Control Line. The Beach Restoration, Nourishment and Erosion Control Easement enclosed with this letter will reflect your consent for the County to use the southern portion of your property to develop and maintain the engineered beach and dune system.

If the easement meets with your approval, please date it on the first page, sign the second page in the presence of two witnesses and a notary public, have the witnesses and the notary sign where indicated and return the completed easement to the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502.

If you have any questions or concerns, please do not hesitate to contact the project manager, Timothy Day, Environmental Programs Manager, at (850) 595-1144. Thank you for your assistance; success of this project depends on the unanimous support of the Perdido Key community.

Very truly yours,

Kevin W. White , Chairman

Enclosure



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

Property Address
Parcel ID #

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**BEACH RESTORATION, NOURISHMENT, AND
EROSION CONTROL EASEMENT**

GRANTORS: Name 1
 Name 2
 Current Address 1
 Current Address 2

GRANTEE: Escambia County, a political subdivision of the State of Florida, whose
 address is 221 Palafox Place, Pensacola, Florida 32502

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural,
masculine and feminine, heirs, legal representatives, successors and assigns.)

DATE: _____, 20__

WITNESSETH:

WHEREAS, Grantor is the owner of the real property (the Property) described in the
attached Exhibit A, located on Perdido Key in Escambia County, Florida; and

WHEREAS, Grantee desires to enter upon the southern portion of Grantor's Property for
the purpose of beach restoration, nourishment, erosion control and environmental monitoring;
and

WHEREAS, Grantor has agreed to grant an easement to Grantee over and across the
southern portion of Grantor's Property under the terms and conditions set forth below,

NOW, THEREFORE, in consideration of the benefits that will accrue to the Property
from Grantee's beach restoration, nourishment, and erosion control project, and other good and
valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor waives
and releases the right to just compensation and an appraisal and donates to Grantee an easement
over that portion of the Property described in Exhibit A that is located seaward of the 1975
Coastal Construction Setback Line recorded in Plat Book 9 at page 72 through 72P of the public
records of Escambia County, Florida (the Easement Area), for the purpose of constructing and
maintaining a beach restoration, nourishment, erosion control and environmental monitoring
system. The rights conveyed to Grantee by this easement shall include the authority to construct,

monitor, and maintain dunes and berms, to deposit sand and alter the contour of the beach, dunes and berms, to plant vegetation, and to remove debris, environmental contaminants, and obstructions from the Easement Area.

GRANTOR shall retain the right to construct beach access structures in accordance with any applicable federal, state, or local law or regulation, provided that such structures shall not compromise the integrity of the beach, dunes, or berms in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the appropriate government entity or agency.

GRANTOR WARRANTS to Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and has full authority to grant this easement over the Property.

[homestead recital, if necessary]

GRANTOR FURTHER WARRANTS that the Property is not homestead as defined by the constitution and laws of the State of Florida.

THIS EASEMENT shall automatically terminate on December 31, 2026.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the date first written above.

Signed, sealed and delivered
in our presence as Witnesses:

GRANTOR:

Witness _____
Print Name _____

By: _____

Witness _____
Print Name _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who () is personally known to me, or () has produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the ____ day of _____, 20____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1011

County Administrator's Report Item #: 14. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Extension Contract for Elevator Maintenance/Service for Various Facilities, PD 07-08.131

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Extension for Elevator Maintenance/Services for Various Facilities - Amy Lovoy, Management and Budget Services Department Director

That the Board award a 12-month extension effective, October 1, 2011, per the terms of Contract PD 07-08.131, for Elevator Maintenance Services for Various Facilities, to Bagby Elevator Co., Inc., for an annual estimated amount of \$79,000.

[Funding: Fund 001, General Fund, Object Code 54601, Cost Center 210602]

BACKGROUND:

An Invitation to Bid for Elevator Maintenance Services was advertised in the Pensacola News Journal on August 4, 2008. Two bids were received on August 18, 2008.

BUDGETARY IMPACT:

[Funding: Fund 001, General Fund, Object Code 54601, Cost Center 210602]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Facilities Management is the 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-985

County Administrator's Report Item #: 14. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Bridges, Dock and Boat Ramp P/A, PD 10-11.046

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Bridge, Dock and Boat Ramp P/A - Amy Lovoy, Management and Budget Services Department Director

That the Board approve a multiple-award Indefinite Quantity, Indefinite Delivery Contract of 12 months for PD 10-11.046, "Bridge, Dock and Boat Ramp P/A" (Pricing Agreement), to the following firms: DKE Marine Services, Inc., and Davis Marine Construction, Inc., authorizing a total amount of \$1,000,000.

[Individual Task Orders will be issued from this Master Contract. These Task Orders will specify the specific funding source]

BACKGROUND:

Bids were received from two responsible and responsive firms, DKE Marine Services, Inc. and Davis Marine Construction, Inc. for a multiple award pricing agreement on June 1, 2011.

It is the intent of this Contract to provide for "Miscellaneous Bridge, Dock, and Boat Ramp repairs and construction" for projects within Escambia County, Florida per Florida Department of Transportation "Standard Specifications for Road and Bridge Construction" (current edition) and the "Escambia County Bridge Repair Specification Guide" (current edition).

BUDGETARY IMPACT:

Individual task orders will be issued from this master contract. These task orders will specify the specific funding source.

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's Standard Form Cover Sheet Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County, FL Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Public Works Bureau, Engineering Division that they may issue a Notice to Proceed to DKE Marine Services, Inc. and Davis Marine Construction, Inc. Purchase Orders will be issued for identified projects as needed.

Attachments

Bid Tab



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1014

County Administrator's Report Item #: 14. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Fire Fighting Equipment Services for Various County Buildings

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fire Fighting Equipment Services for Various County Buildings - Amy Lovoy, Management and Budget Services Department Director

That the Board award a three-year Contract for Fire Fighting Equipment Services for Various County Buildings, PD 10-11.053, to Hiller Systems Inc., for an annual expenditure of approximately \$23,300.

[Funding: Facilities Management: Fund 001, General Fund, Object Codes 54601 and 55201, Cost Center 210602; Health Clinic: Fund 501, Internal Service Fund, Object Codes 54601 and 55201, Cost Center 140609; RoadDept: Fund 175, Transportation Trust, Object Code 54601, Cost Center 290202; Fire Services: Fund 143 Fire Protection, Object Code 54601, Cost Center 330206]

BACKGROUND:

An Invitation to Bid was advertised in the Pensacola News Journal on May 26, 2011 and mailed out on May 26, 2011. The solicitation was sent to 5 vendors, 2 bids were received and opened on June 21, 2011.

BUDGETARY IMPACT:

[Funding: Facility Management; Fund 001, General Fund, Object Codes 54601 and 55201, Cost Center 210602
Health Clinic; Fund 501, Internal Service Fund, Object Codes 54601 and 55201, Cost Center 140609
Road Dept; Fund 175, Transportation Trust, Object Code 54601, Cost Center 290202 and
Fire Services; Fund 143 Fire Protection, Object Code 54601, Cost Center 330206]

LEGAL CONSIDERATIONS/SIGN-OFF:

Per County Attorney, Coversheet Contract will be used.

PERSONNEL:

The Facility Management Department will be 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-1007

County Administrator's Report Item #: 14. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Group Medical Insurance

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the County's Group Medical, Life, and Disability Insurance - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance):

A. Award a Contract to Blue Cross and Blue Shield of Florida, Inc., for one year, from October 1, 2011, to September 30, 2012, to provide health insurance coverage, in the form of plans Blue Option 1352, Blue Option 1552, Health Saving Accounts (HSA), Blue Medicare, and Group Pharmacy for retirees who are Medicare-eligible;

B. Approve the employee and retiree health insurance premiums; Attachment 1 shows premiums reflecting a \$20 discount for employees who do not smoke; Attachment 2 shows the health insurance premiums for the County's retirees; retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;

C. Authorize staff to deposit \$600 into the HSA account of each employee who elects the HSA coverage; this will assist the employee in paying the higher deductible (\$2,100 or \$4,200); the deposit will be reviewed each year at renewal time; the cost will include a \$3 monthly fee for each employee, along with a one-time start-up fee of \$22 for each new employee who enrolls; the cost is included in the total cost estimate;

D. Change the deduction cycle for Flexible Spending Reimbursement and Health Saving Accounts from 26 pay periods to 24 pay periods; and

E. Authorize the County Administrator to sign the Employer Application and the 2011 Medicare Renewal Contract.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501.]

BACKGROUND:

Based on our demographic data and claims versus premiums (76.24%) experience, Blue Cross and Blue Shield of Florida offered a 5.45% increase to our health insurance cost, with no changes to our present health insurance plans. The estimated cost, including the increase, is \$14,466,900.

Due to CMS (Medicare), Blue Cross and Blue Shield of Florida will retire the Group Medicare Supplement Plan F December 31, 2011. The County will offer the other existing plans and will provide individual supplement options during open enrollment for retirees that are Medicare eligible.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department and all appointing authorities will work with Blue Cross Blue Shield of Florida to make the appropriate adjustments to their payroll systems, Human Resources Information Systems (HRIS), and other related systems.

The Human Resources Department will coordinate with the Legal Office, the Office of Purchasing, FRS, and the other appointing authorities to ensure all changes are made.

Attachments

Attachment 1-Hlth Rates

Attachment 2-Retirees Hlth Premiums



Premium Breakdown (Smoking Discount)

Health Care Monthly Rates for October 2011 – September 2012

	Total Premium 1352	County Portion Non-Smoker BO 1352	County Portion Smoker BO 1352	EE Cost Non-Smoker BO 1352	EE Cost Smoker BO 1352	Health Premium BO 1552	County Portion Non-Smoker BO 1552	County Portion Smoker BO 1552	EE Cost Non-Smoker BO 1552	EE Cost Smoker BO 1552
Employee	\$509.36	\$481.02	\$461.02	\$28.34	\$48.34	\$553.59	\$486.97	\$466.97	\$66.62	\$86.62
Employee & Spouse	\$1,180.39	\$990.63	\$970.63	\$189.76	\$209.76	\$1,281.39	\$1,004.25	\$984.25	\$277.14	\$297.14
Employee & Children	\$1,132.59	\$962.87	\$942.87	\$169.72	\$189.72	\$1,248.57	\$978.55	\$958.55	\$270.02	\$290.02
Employee & Family	\$1,629.64	\$1,394.90	\$1,374.90	\$234.74	\$254.74	\$1,811.07	\$1,419.39	\$1,399.39	\$391.68	\$411.68

	BCBS Premium HSA 1168/1169	*HSA \$600/yr	**Administrative Fees	***Setup Fee	Total Premium HSA	County Portion HSA for Non-Smokers	County Portion HSA for Smokers	EE Cost HSA 1168/1168 for Non-Smokers	EE Cost HSA 1168/1168 for Smokers
Employee	\$411.65	\$50.00	\$3.00	\$1.67	\$466.32	\$466.32	\$446.32	\$0.00	\$20.00
Employee & Spouse	\$980.23	\$50.00	\$3.00	\$1.67	\$1,034.90	\$944.48	\$924.48	\$90.42	\$110.42
Employee & Children	\$882.33	\$50.00	\$3.00	\$1.67	\$937.00	\$855.04	\$835.04	\$81.96	\$101.96
Employee & Family	\$1,273.96	\$50.00	\$3.00	\$1.67	\$1,328.63	\$1,212.81	\$1,192.81	\$115.82	\$135.82

Dental Costs and Premiums	Total Premium for Low Option	County Portion for Low Option	EE Cost for Low Option	County Portion for Low Option with HIR	EE Cost for Low Option with HIR	Total Premium for High Option	County Portion for High Option	EE Cost for High Option	County Portion for High Option with HIR	EE Cost for High Option with HIR
Employee	\$22.90	\$17.90	\$5.00	\$22.90	\$0.00	\$26.25	\$13.27	\$12.98	\$26.25	\$0.00
Employee & Spouse	\$39.62	\$17.84	\$21.78	\$30.82	\$8.80	\$45.45	\$13.53	\$31.92	\$26.31	\$18.94
Employee & Children	\$39.66	\$17.86	\$21.80	\$30.84	\$8.82	\$45.48	\$13.54	\$31.94	\$26.52	\$18.96
Employee & Family	\$61.89	\$30.91	\$30.98	\$43.89	\$18.00	\$70.34	\$26.40	\$43.94	\$39.38	\$30.96

Vision Care Premiums	Premiums
Employee	\$7.30
Employee & Spouse	\$14.60
Employee & Children	\$13.67
Employee & Family	\$21.87

*The county pays HSA and the \$50 represents the monthly cost. The County or the appointing authority pay the \$600 upfront at the beginning of the plan year.

**Administrative Fee is paid by the agency on a monthly basis for employees.

*** Setup fee is only for new accounts and it is a one-time fee of \$20.00 paid by the appointing authority.

- Any employee waiving the county-sponsored health insurance will receive \$10,000 in additional life insurance coverage for a total of \$50,000 (County paid). In addition, an employee not electing health insurance can enroll the HIR plan (health insurance replacement) and receive a \$12.98 per month discount on their dental premium. Enrollment through Kronos Self Service is required each open enrollment.

Health Insurance Premiums for Retirees

October 2011 – September 2012

Retiree - Non-Medicare	PPO 1352 Premiums	PPO 1552 Premiums
Retiree	\$509.36	\$553.59
Retiree & Spouse	\$1,180.39	\$1,281.39
Retiree & Children	\$1,132.59	\$1,248.57
Retiree & Family	\$1,629.64	\$1,811.07

Retiree - Medicare	PPO 1352 Premiums	PPO 1552 Premiums	*BlueMed PPO Premium	BlueMed Pharmacy Coverage Only
Retiree or Spouse	\$509.36	\$553.59	\$299.97	\$173.47
Retiree & Spouse	\$1,180.39	\$1,281.39		
Retiree & Children	\$1,132.59	\$1,248.57		
Retiree & Family	\$1,629.64	\$1,811.07		

Premiums for BlueMedicare Group Supplement Plan F (Retire 12/31/2011)

Dental Insurance Premiums for Retirees

	Low Option	High Option
Retiree	\$22.90	\$26.25
Retiree & Spouse	\$39.62	\$45.45
Retiree & Children	\$39.66	\$45.48
Retiree & Family	\$61.89	\$70.34

***To be eligible for BlueMed PPO you must have Medicare Part A & B and reside in Florida.**

*** Note: Retirees who choose BlueMed would have individual coverage. Retirees who are Medicare-eligible and their spouse is not Medicare- eligible, can still elect either BlueMed PPO or the Rx Plan and the spouse would be offered single coverage with the Non-Medicare product (i.e. Blue Option 1352 or 1552).**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-991 County Administrator's Report Item #: 14. 10.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/07/2011
Issue: Change Order to Purchase Order #110615 - L. Pugh & Associates, Inc.
From: Patrick T. Johnson
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Purchase Order #110615 to L. Pugh & Associates Inc., for Alarms, Sprinklers, Pump Inspections, Repair and Maintenance for Alarms, Pumps and Fire Systems - Patrick T. Johnson, Solid Waste Management, Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #4, which will increase the Purchase Order amount to cover the cost of Alarms, Sprinklers, Pump Inspections, Repair and Maintenance for Alarms, Pumps and Fire Systems, through the end of the Fiscal Year:

Department:	Solid Waste Management	
Division:	Waste Services/Recycling	
Type:	Addition	
Amount:	\$25,000	
Vendor:	L. Pugh & Associates, Inc.	
Project Name:	L. Pugh & Associates, Inc.	
Contract:	N/A	
PO#	110615	
Original Award Amount:		\$14,000
Cumulative Amount of Change Orders thru CO #4		\$54,000
New P.O. Amount		\$68,000

[Funding: Fund 401, Solid Waste Fund, Cost Centers 220601, 220602, 220604, 220612, Object Code 53401]

BACKGROUND:

This Change Order is needed to increase funding for Alarms, Sprinklers, Pump Inspections, Repair and Maintenance for Alarms and Pumps and Fire Systems. Due to additional repairs and necessary maintenance at the Pensacola Transfer Station, it has become necessary to increase this purchase order. Once repairs and maintenance have been brought up to the County's required specifications, expenses should level to an expected minimum.

BUDGETARY IMPACT:

Funds for this Change Order are available in Fund 401, Solid Waste, Cost Centers 220601, 220602, 220604 & 220612, Object Code 53401.

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:

The Department of Solid Waste Management will prepare the necessary Change Order Request to be submitted to the Office of Purchasing for processing.

Attachments

L Pugh & Associates Backup

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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 CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

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 ATTN: SWM DENEE RUDD 937-2175

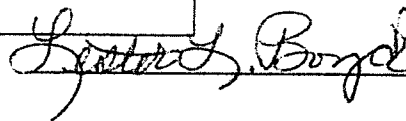
ORDER DATE: 10/27/10	BUYER: LESTER BOYD	REQ. NO.: 11000657	REQ. DATE: 10/26/10
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TERMS: NET 30 DAYS	F.O.B.:	DESC.:
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	The County shall be charged at a preferred status with the lowest price usually extended to the most favored customers. The vendor will reference the Purchase Order Number on all invoices. OPEN BLANKET PURCHASE ORDER FOR ALARMS, SPRINKLERS, PUMPS INSPECTIONS, REPAIR AND MAINTENANCE FOR ALARMS AND PUMPS AND FIRE SYSTEM.	14000.0000	14,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	14,000.00
01	220602 54601	7,000.00		TOTAL \$	14,000.00
01	220604 54601	7,000.00			

APPROVED BY



BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 110615-1

CHANGE DATE: 12/28/10

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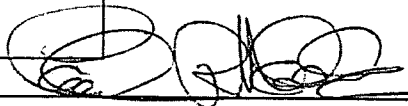
I [CLERK OF THE COURT & COMPTROLLER
 N HON. ERNIE LEE MAGAHA
 V 221 PALAFOX PLACE, SUITE 140
 O PENSACOLA, FL 32502-5843
 I (850) 595-4841
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S [SOLID WASTE MANAGEMENT
 H 13009 BEULAH ROAD
 I CANTONMENT FL 32533-8801
 P]

T [ATTN: SWM DENEEN RUDD 937-2175
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ORDER DATE: 10/27/10		BUYER: LESTER BOYD		REQ. NO.: 11000657	REQ. DATE: 10/26/10
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CHANGE ORDER - 1	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	OPEN BLANKET PURCHASE ORDER FOR ALARMS, SPRINKLERS, PUMPS INSPECTIONS, REPAIR AND MAINTENANCE FOR ALARMS AND PUMPS AND FIRE SYSTEM.	1000.0000	1,000.00
				PAGE TOTAL \$	1,000.00
				TOTAL \$	1,000.00
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	
01	220601	54601	1,000.00		
01	220602	54601	.00		
01	220604	54601	.00		

APPROVED BY _____



Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841]

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 CANTONMENT FL 32533-8801]
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 [ATTN: SWM DENEE RUDD 937-2175]

ORDER DATE: 03/09/11	BUYER: LESTER BOYD	REQ. NO.: 11000657	REQ. DATE: 10/26/10
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Increase Cost Center: 220604, Object Code: 54601, in the amount of \$20,000 for additional repairs and maintenance needed in FY 10/11.		
			Previous Purchase Order Total Dollars: \$15,000 Net Dollars Added: \$20,000 New Purchase Order Total Dollars: \$35,000		
01	.00	LOT	OPEN BLANKET PURCHASE ORDER FOR ALARMS, SPRINKLERS, PUMPS INSPECTIONS, REPAIR AND MAINTENANCE FOR ALARMS AND PUMPS AND FIRE SYSTEM.	20000.0000	20,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	20,000.00
01	220601 54601	.00		TOTAL \$	20,000.00
01	220602 54601	.00			
01	220604 54601	20,000.00			

APPROVED BY

Claudia Simon

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 110615-3

CHANGE DATE: 04/06/11

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 CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

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 PENSACOLA FL 32534

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 SOLID WASTE MANAGEMENT
 13009 BEULAH ROAD
 CANTONMENT FL 32533-8801
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 ATTN: SWM DENEE RUDD 937-2175

ORDER DATE: 04/06/11	BUYER: LESTER BOYD	REQ. NO.: 11000657	REQ. DATE: 10/26/10
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 3
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
ADD COST CENTER: 220612, AND OBJECT CODE: 54601, IN THE AMOUNT OF \$8,000 FOR REPAIRS AND MAINTENANCE AT TRANSFER STATION NEEDED IN FY 10/11.					
Previous Purchase Order Total Dollars: \$ 35,000 Net Dollars Added: \$ 8,000 New Purchase Order Total Dollars: \$ 43,000					
01	.00	LOT	OPEN BLANKET PURCHASE ORDER FOR ALARMS, SPRINKLERS, PUMPS INSPECTIONS, REPAIR AND MAINTENANCE FOR ALARMS AND PUMPS AND FIRE SYSTEM.	8000.0000	8,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	8,000.00
01	220601 54601	.00		TOTAL \$ 8,000.00	
01	220602 54601	.00			
01	220604 54601	.00			
01	220612 54601	8,000.00			

APPROVED BY 



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-937

County Administrator's Report Item #: 14. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Neighborhood Stabilization Program (NSP) Amendments with AMR at Pensacola, Inc. and Community Enterprise Investments, Inc.

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Neighborhood Stabilization Program (NSP) Amendments to Non-Profit Agency Agreements with AMR at Pensacola, Inc., and Community Enterprise Investments, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Neighborhood Stabilization Program (NSP) Agreements with AMR at Pensacola, Inc., (AMR) and Community Enterprise Investments, Inc., (CEII):

- A. Approve Amendment #2 to the Non-Profit Agency Agreement with AMR to extend the term of the existing NSP Agreement through June 30, 2012, to allow continuance of the program in accordance with NSP requirements; and
- B. Approve Amendment #1 to the Non-Profit Agency Agreement with CEII to extend the term of the existing NSP Agreement through June 30, 2012, to allow continuance of the program in accordance with NSP requirements; and
- C. Authorize the Chairman or Vice Chairman to execute the Amendments and all related documents required to implement the project.

[Funding: Fund 129/NSP1, Cost Center 220502 and Fund 129/NSP3, Cost Center 220507]

BACKGROUND:

In 2008, Congress approved the National Housing and Economic Recovery Act of 2008 (HERA), which included a one-time \$3.9 billion allocation of CDBG-like funds to be used specifically for the acquisition, rehabilitation or redevelopment of foreclosed or abandoned properties in areas targeted in accordance with HERA requirements to enhance neighborhood stabilization. Under this Act, Escambia County received \$4,565,918 in Neighborhood Stabilization Program (NSP1) funds. Recently, Escambia County has been allocated an additional \$1.2 million in funding for the Neighborhood Stabilization Program (NSP3) under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

The Board approved the NSP1 and NSP3 Amendments and related activities on November 20, 2008 and February 3, 2011 respectively (see Exhibit I). Full copies of the NSP1 and

NSP3 Amendments which outline the activities undertaken with this funding can be found online at <http://www.co.escambia.fl.us/Bureaus/CommunityServices/Nefi.html>. Two local not-for-profit affordable housing providers, AMR and CEII, have been instrumental in acquiring vacant foreclosed properties located in the target areas identified within the NSP Plan and rehabilitating these properties for sale to buyers whose incomes do not exceed 120% of the area median income. The Amendments with AMR (Exhibit II) and CEII (Exhibit III) will allow them to continue planned activities and sell homes to eligible homebuyers before the closeout of the NSP1 grant in March 2012 and closeout of the NSP3 grant in May 2014.

NSP funds are provided to these agencies through a loan pool for costs related to the rehabilitation of these homes. Depending on the income of the homebuyer, up to \$50,000 of the NSP financing will be provided to the homebuyer in the form of a deferred payment loan (second mortgage). All homebuyers will be required to participate in an eight hour HUD-approved homebuyer education class prior to closing on the home. This program will encourage movement of vacant, foreclosed or abandoned homes, allow a wider variety of income-eligible families to attain affordable home ownership, and stimulate the redevelopment of the targeted NSP areas.

BUDGETARY IMPACT:

The NSP funding is included in the County's FY 2011 budget in Fund 129/Cost Center 220502 and Cost Center 220507. No County general funds are required for the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

These Amendments have been reviewed and approved by Kristin Hual, Assistant County Attorney. AMR and CEII have also reviewed the subject standard Amendments.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal Agreements are required for agencies involved with the delivery of NSP services and such Agreements and their corresponding Amendments must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Continued oversight of the implementation of the Agreements will be provided by Neighborhood Enterprise Foundation, Inc. (NEFI). Strict timelines have been included in each Agreement in order to ensure compliance with the timely use and expenditure of funds as defined by HUD for the programs. Procedures for client processing and payment have been coordinated with AMR and CEII, as addressed in the Agreements.

Attachments

Exhibit I

Exhibit II

Exhibit III

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA2-18. Approval of Various Consent Agenda Items

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, approving Consent Agenda Items 2 through 18, as follows (Item 1 was held for a separate vote):

1805

1. See Page 28.
2. Taking the following action concerning the Neighborhood Stabilization Program (NSP)/Substantial Amendment to 2008 Escambia Consortium Annual Action Plan:
 - A. Approving and authorizing submission of a Substantial Amendment to the 2008 Escambia Consortium Annual Action Plan to incorporate \$4,565,918 in Neighborhood Stabilization Program (NSP) funding to undertake activities targeting the acquisition, rehabilitation, or redevelopment of foreclosed or abandoned properties in designated areas of Escambia County, the City of Pensacola, and the Town of Century, as provided by the U. S. Department of Housing and Urban Development (HUD), under the National Housing Economic Recovery Act of 2008 (HERA); and
 - B. Authorizing the County Administrator to execute the 2008 Substantial Amendment and related NSP Program forms, certifications, and any related documents as may be required to submit the Amendment to the U. S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute all documents required to receive the NSP funds and to implement the NSP Program.

1805

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

6. See Page 27.

7. Taking the following action regarding the 2010 Community Development Block Grant (CDBG) Fire Protection Improvements Project (Funding: Fund 129/2010 CDBG, Cost Center 220435):

A. Approving the Interlocal Agreement with the Emerald Coast Utilities Authority, in the amount of \$175,000, providing for the completion of the Fire Protection Improvements Project (2010), including installation of fire hydrants and associated water main upgrades, primarily within Census Tracts 28 and 29; and

B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the Project.

8. Taking the following action concerning the Neighborhood Stabilization Program 3 (NSP3) Substantial Amendment to 2010 Escambia Consortium Annual Action Plan (Funding: Fund/Cost Center to be assigned):

A. Approving, and authorizing submission of, a Substantial Amendment to the 2010 Escambia Consortium Annual Action Plan to incorporate \$1,210,487 in NSP3 funding to undertake activities targeting the acquisition, rehabilitation, or redevelopment of foreclosed, vacant, or abandoned properties in designated areas of Escambia County and the City of Pensacola, as provided by the U. S. Department of Housing and Urban Development (HUD) under the National Housing Economic Recovery Act of 2008 (HERA), as amended; and

B. Authorizing the County Administrator to execute the 2010 Substantial Amendment and related NSP3 Program forms, certifications, and any related documents, as may be required to submit the Amendment to HUD, and authorizing the County Administrator or Chairman, as appropriate, to execute all documents required to receive the NSP3 funds and to implement the NSP3 Program.

AMENDMENT #2
NON-PROFIT AGENCY AGREEMENT
(Agency: AMR at Pensacola, Inc.)
Escambia County Neighborhood Stabilization Program

THIS AMENDMENT is made and entered into this 7th day of July, 2011, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **AMR AT PENSACOLA, INC.**, a not for profit corporation organized under the laws of the State of Florida (FED ID # 59-2940706), hereinafter referred to as the "**Agency**," for the sole purpose of financing the acquisition, rehabilitation or redevelopment and resale of foreclosed homes and residential properties to qualified persons or families in accordance with provisions of the Neighborhood Stabilization Program, hereinafter referred to as the "NSP."

WITNESSETH:

WHEREAS, the County has elected to participate in the NSP Program to target negative impacts of the national home foreclosure crisis upon local neighborhoods for the benefit of the citizens of Escambia County, Florida; and

WHEREAS, said NSP Program provides that the County may enter into agreements with non-profit agencies, private corporations, community organizations and/or governmental agencies for purposes of implementing the NSP Program; and

WHEREAS, the non-profit Agency has exhibited the managerial and technical ability to carry out income targeted, affordable housing activities within the local area; and

WHEREAS, on April 16, 2009, the County entered an agreement with the Agency for the purpose of implementing the *NSP Foreclosed Property Acquisition/Rehabilitation Project*, hereinafter referred to as "Project"; and

WHEREAS, the County and Agency now wish to amend the original Non-Profit Agency Agreement dated April 16, 2009.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Agency hereby agree to amend the Non Profit Agency Agreement for the Neighborhood Stabilization Program dated April 16, 2009 as follows:

1. **ARTICLE VI, Section 6** of the Non-Profit Agency Agreement dated April 16, 2009, is hereby amended to read as follows:
 6. This Agreement shall remain in effect through June 30, 2012, unless canceled sooner with or without cause by any party giving thirty

(30) days prior written notice of such cancellation. This Agreement may be extended in writing, signed by both the COUNTY and AGENCY.

2. All other provisions of the original Agreement dated April 16, 2009, and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

3. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The Court shall be responsible for such filing after such execution by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

By: _____
Kevin W. White, Chairman

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

BCC Approved: July 7, 2011

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: Kristin Horal
Title: ACCP
Date: 5/5/11

AMR AT PENSACOLA, INC., a not for profit corporation chartered in the State of Florida

WITNESSED:

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, President of AMR at Pensacola, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

___ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

AMENDMENT #1
NON-PROFIT AGENCY AGREEMENT
(Agency: Community Enterprise Investments, Inc.)
Escambia County Neighborhood Stabilization Program

THIS AMENDMENT is made and entered into this 7th day of July, 2011, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **COMMUNITY ENTERPRISE INVESTMENTS, INC.**, a not for profit corporation organized under the laws of the State of Florida (FED ID # 59-1586520), hereinafter referred to as the "**Agency**," for the sole purpose of financing the acquisition, rehabilitation or redevelopment and resale of foreclosed homes and residential properties to qualified persons or families in accordance with provisions of the Neighborhood Stabilization Program, hereinafter referred to as the "NSP."

WITNESSETH:

WHEREAS, the County has elected to participate in the NSP Program to target negative impacts of the national home foreclosure crisis upon local neighborhoods for the benefit of the citizens of Escambia County, Florida; and

WHEREAS, said NSP Program provides that the County may enter into agreements with non-profit agencies, private corporations, community organizations and/or governmental agencies for purposes of implementing the NSP Program; and

WHEREAS, the non-profit Agency has exhibited the managerial and technical ability to carry out income targeted, affordable housing activities within the local area; and

WHEREAS, on July 8, 2010, the County entered an agreement with the Agency for the purpose of implementing the *NSP Foreclosed Property Acquisition/Rehabilitation Project*, hereinafter referred to as "Project"; and

WHEREAS, the County and Agency now wish to amend the original Non-Profit Agency Agreement dated July 8, 2010.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and AGENCY hereby agree to amend the Non Profit Agency Agreement for the Neighborhood Stabilization Program dated July 8, 2010 as follows:

1. **ARTICLE VI, Section 6** of the Non-Profit Agency Agreement dated July 8, 2010, is hereby amended to read as follows:
 6. This Agreement shall remain in effect through June 30, 2012, unless canceled sooner with or without cause by any party giving thirty

(30) days prior written notice of such cancellation. This Agreement may be extended in writing, signed by both the COUNTY and AGENCY.

2. All other provisions of the original Agreement dated July 8, 2010, and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

3. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The Court shall be responsible for such filing after such execution by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

By: _____
Kevin W. White, Chairman

BCC Approved: July 7, 2011

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

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency
By Kristin Hual
Title HCH
Date 5/24/11

**COMMUNITY ENTERPRISE INVESTMENTS,
INC., a not for profit corporation chartered in
the State of Florida**

WITNESSED:

By: _____
President
Board of Directors

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, President of Community Enterprise Investments, Inc., a not for profit corporation, who did not take an oath and who:

_____ is/are personally known to me.

_____ produced current Florida driver's license as identification.

_____ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-945

County Administrator's Report Item #: 14. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Federally-Funded Subgrant Agreement #12-FG-XX-01-27-01-084

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Federally-Funded Subgrant Agreement - Michael D. Weaver,
Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subgrant Agreement #12-FG-XX-01-27-01-084:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Emergency Management Performance Federally-Funded Subgrant Agreement providing funds, in the amount of \$94,939, to assist in improving the daily and emergency operations of the Division of Emergency Management and to assist in local disaster planning and community outreach efforts. The agreement period is from July 1, 2011, through June 30, 2012; and

B. Authorize the Chairman or Vice-Chairman to execute this Subgrant Agreement and all related documents as required to implement this Subgrant.

[Funding: Fund 110, Other Grants and Projects/Cost Center 330413]

BACKGROUND:

Federal funds are provided to assist local governments in enhancing and sustaining all-hazards emergency management capabilities as it relates to organization, planning, training, and exercises. These funds require a "dollar for dollar" match that is applied from the Division of Emergency Management's budget. No additional matching funds are required. This Agreement is providing funds in the amount of \$94,939 with a contract period from July 1, 2011, through June 30, 2012.

BUDGETARY IMPACT:

The grant funds are designed as an operational, planning, training, and exercise cost reimbursement to the Division of Emergency Management with a non-federal dollar-for-dollar match requirement. The current general revenue Division of Emergency Management budget meets the match requirement and no additional matching funds are required to be identified to implement this grant. Funds for this grant will be identified in fund 110, Other Grants and Projects, Cost Center 330XXX.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel will be required to implement this initiative.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require grant agreements be approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the agreement. This grant is being coordinated with the Florida Division of Emergency Management.

Attachments

2012 EMPG Grant Agreement

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Scope of Work and Budget, Attachment A, A-1 and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2011 and shall end June 30, 2012, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and Budget - Attachment A, A-1 and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addresses:

Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Division of Emergency Management
Policy and Financial Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following addresses:

Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Division of Emergency Management
Policy and Financial Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out

report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and A-1 to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold

payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Tara Walters
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-410-1391
Fax: 850-488-7842
Email: tara.walters@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Division Manager
Division of Emergency Management
6575 North "W" Street
Pensacola, Florida 32505
850-471-6400
850-471-6455
John_Dosh@co.escambia.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- (c) This Agreement has the following attachments:
Exhibit 1 - Funding Sources
Attachment A and A-1 --Scope of Work
Attachment B -- Budget
Attachment C -- Program Statutes, Regulations and Special Conditions
Attachment D -- Reports
Attachment E -- Justification of Advance
Attachment F -- Warranties and Representations
Attachment G -- Certification Regarding Debarment
Attachment H -- Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$94,939**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

_____ An advance payment of \$ 0.00 is requested

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Scope of Work and Budget, Attachment A, A-1 and B of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Any requests received after **July 31, 2011**, may, in the discretion of the Division, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission or by e-mail.

Changes to the amount of funding to be provided may be accomplished by notice from the Division to the Recipient, in the form of certified mail, return receipt requested. The Division may make an award of additional funds by subsequent Award Letter certified mail, return receipt requested. These additional funds may be accepted by the Emergency Management Director or the Recipient's contact identified in Paragraph (13), above. Should the Recipient determine it does not wish to accept the award of additional funds, the Recipient shall provide notice to the Division contact within thirty (30) days of receipt of the Award Letter. Otherwise, the Recipient shall provide to the Division its written notice of acceptance within forty-five days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon the Division's receipt of the written notice of acceptance and receipt of a budget form which details the proposed expenditure of the additional funds. The budget form will be provided by the Division when the offer of additional funds is made.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

All payments relating to the Agreement shall be mailed to the following address:

Escambia County Public Safety
Division of Emergency Management
6575 North "W" Street
Pensacola, Florida 32505

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists.

The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

ESCAMBIA COUNTY

By: _____
Name and title: Kevin W. White, Chairman
Date: _____
FID# 59-6000598

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Date BCC Approved: _____
Date BCC Executed: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____
Name and Title: Bryan Koon, Director, Division of Emergency Management

Date: _____

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACT
Date: 6/8/11

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal Agency: U.S. DHS/FEMA

(Department of Homeland Security/Federal Emergency Management Agency)

Catalog of Federal Domestic Assistance title and number: EMPG/97.042

(Emergency Management Performance Grant)

Award amount: \$94,939

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Chapter 252, Florida Statutes

Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)

44 CFR, Part 302

48 CFR, Part 31

OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2011 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A and A-1

Scope of Work

Base Grant funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2011 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes. This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

In order to receive base grant funding, the Recipient must certify that it will use the award to enhance its Emergency Management Program.

Attachment A-1

Escambia County

Emergency Management Performance Grant (EMPG)

2011 - 2012 Scope of Work

Item #	Deliverables	Mid Year Review		End of Year Review	
1	<p>COORDINATION AND COLLABORATION - Utilizing one or more of the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.</p> <p>No later than 30 days after each event/conference/workshop/meeting, counties are to provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2011 – June 30, 2012), for those who attend.</p> <ul style="list-style-type: none"> -Regional Domestic Security Task Force (RDSTF) Meeting -Urban Area Security Initiative Meetings (if applicable) -State Working Group Meetings (if applicable) 	<i>In Work</i>	<i>In Work</i>	<i>Complete</i>	<i>Complete</i>
		<i>Due Date Missed</i>	<i>Due Date Missed</i>		
Deliverable Status Comments:					

2	<p>DISASTER TEMPORARY HOUSING - To ensure the efficient transition of residents from shelters into safe temporary housing following disasters, the county shall develop and/or update their strategies that identify local methods of assisting housing recovery. In doing so, the approach should be scalable and flexible enough to support small-scale events as well as catastrophic disasters while integrating private sector, government and nongovernmental organizations into the collaboration. The following deliverables shall be met during this contract period.</p> <ul style="list-style-type: none"> A. Develop and/or update temporary housing strategies/plans in accordance with the "Local Disaster Housing Strategy" template developed by the State Disaster Housing Planning Initiative (SDHPI) no later than June 1, 2012. The template will be available on the Division's Website at: http://www.floridadisaster.org/grants/index.htm. B. Designate a Point of Contact for County Disaster Housing to serve as the county lead for disaster temporary housing operations and liaison with the state and federal disaster housing coordinators no later than June 1, 2012. C. Provide the state a listing of all temporary housing contacts. List all possible locations for group sites, possible and/or existing commercial mobile home and travel trailer parks to include current pad count no later than June 1, 2012. FDEM will provide the official DOH data for county review. D. Organize or utilize existing groups, agencies or organizations to provide disaster housing assistance, consisting of community stakeholders who have the authority to make decisions no later than June 1, 2012. 	<i>In Work</i>	<i>In Work</i>	<i>Complete</i>	<i>Complete</i>
		<i>Due Date Missed</i>	<i>Due Date Missed</i>		
Deliverable Status Comments:					

Record of Review

Mid Year Review

County Emergency Management
Representative Signature

Date: _____

FDEM Division
Representative Signature

Date: _____

End of Year Review

County Emergency Management
Representative Signature

Date: _____

FDEM Division
Representative Signature

Date: _____

Attachment B
Budget

The anticipated expenditures for the Categories listed below are for the Emergency Management Performance Grant (EMPG) awarded by the Division.

<u>Category</u>	<u>Anticipated Expenditure Amount</u>
Organizational Costs	\$ 94,939.00
Planning Costs	\$ 0.00
Training Costs	\$ 0.00
Exercise Costs	\$ 0.00
Equipment Costs	\$ 0.00
Management & Administration Costs (limited to 3% of the total)	\$ 0.00
Total EMPG Funds	\$ 94,939.00

(see section 17 – Funding/Consideration)

Attachment C

Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:

A. Administrative Requirements

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
 3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program guidance and application kit.
 4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Attachment D

Reports

- A. The Recipient shall provide the Division with quarterly financial reports and a final close-out report, all in a format to be provided by the Division. All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.
- B. The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
- **Organizational Activities:** Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Copies of invoices and canceled checks related to these services.
 - **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for DEM then only need to provide date of submission and who submitted plan/product to), etc.).
 - **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
 - **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
 - **Equipment Acquisition Costs:** Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
 - **Management and Administrative Costs:** Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
 - For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - Copies of the general ledger each quarter should also be provided.
- C. Quarterly financial reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**
- D. The final close-out report is due forty-five days after termination of this Agreement.**

- E. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12). "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

NO ADVANCE REQUESTED

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

ADVANCE REQUESTED

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 20__	(B) FFY 20__	(C) FFY 20__	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\text{Cell D3} \times \$ \text{DEM Award} = \text{MAXIMUM ADVANCE}$$

(Do not include any match)

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- [] Recipient has no previous DEM/DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- [] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.
Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	200__-200__ Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of

conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm weekdays, excluding locally recognized holidays

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G
Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

Attachment H
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-944

County Administrator's Report Item #: 14. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: State-Funded Subgrant Agreement #12-BG-XX-01-27-01-017

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a State-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Emergency Management Preparedness and Assistance Program State-Funded Subgrant Agreement #12-BG-XX-01-27-01-017:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Emergency Management Preparedness and Assistance (EMPA) State-Funded Subgrant Agreement providing funds, in the amount of \$105,806, to assist in improving the daily and emergency operations of the Division of Emergency Management and to assist in local disaster planning and community outreach efforts. The Agreement period is from July 1, 2011, through June 30, 2012; and

B. Authorize the Chairman or Vice-Chairman to execute this Subgrant Agreement and all related documents as required to implement this Subgrant.

[Funding: Fund 110, Other Grants and Projects/Cost Center 330412]

BACKGROUND:

The State of Florida created the EMPA in 1993 to provide funding assistance to local governments and other service organizations to improve disaster preparedness and public education. This grant agreement is providing funds in the amount of \$105,806 for fiscal year 2012. Funds must be expended by June 30, 2012.

BUDGETARY IMPACT:

The grant funds are designed as an operational cost reimbursement to the Division of Emergency Management, with an indirect match requirement, "at a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 9G-19.011, Florida Administrative Code.) Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38,

Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency. "The Recipient shall certify compliance with Rule Chapter 9G-19, Florida Administrative Code by its execution of this Agreement, and as a condition precedent to receipt of funding."

The current general revenue Division of Emergency Management Budget meets the match requirement and no additional matching funds are required to be identified to implement this grant. Funds for this grant will be identified in fund 110, Other Grants and Projects, Cost Center 330XXX.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel will be required to implement this initiative.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require grant agreements be approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the agreement. This grant is being coordinated with the Florida Division of Emergency Management.

Attachments

2012 EMPA Grant Agreement

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Scope of Work and Budget, Attachment A, A-1 and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment C.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2011 and shall end June 30, 2012, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and Budget - Attachment A, A-1 and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <http://apps.fldfs.com/fsaa>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Division of Emergency Management
Policy and Financial Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and A-1 to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Tara Walters
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-410-1391
Fax: 850-488-7842
Email: tara.walters@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Division Manager
Division of Emergency Management
6575 North "W" Street
Pensacola, Florida 32505
850-471-6400
850-471-6455
John_Dosh@co.escambia.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A and A-1 – Scope of Work
Attachment B – Budget
Attachment C – Program Statutes, Regulations and Program Requirements
Attachment D – Reports
Attachment E – Justification of Advance
Attachment F – Warranties and Representations
Attachment G – Certification Regarding Debarment
Attachment H – Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$105,806**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

An advance payment of \$ 0.00 is requested

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Scope of Work and Budget, Attachment A, A-1 and B of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

The amount of funds available pursuant to this rule chapter (Rule 9G-19.011, Florida Administrative Code) may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds.

Any requests received after **July 31, 2012**, may, in the discretion of the Division, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission or by e-mail.

Changes to the amount of funding to be provided may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification. Should the Recipient determine it does not wish to accept the award of additional funds, the Recipient shall provide notice to the Division contact within thirty (30) days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon execution of the modification and receipt of a budget form which details the proposed expenditure of the additional funds. The budget form will be provided by the Division when the offer of additional funds is made.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 9G-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public

works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 9G-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

All payments relating to the Agreement shall be mailed to the following address:

Department of Public Safety
Division of Emergency Management
6575 North "W" Street
Pensacola, Florida 32505

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists.

The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

ESCAMBIA COUNTY

By: _____
Name and title: Kevin W. White, Chairman
Date: _____
FID# 59-6000598

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Date BCC Approved: _____
Date BCC Executed: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

By: _____
Name and Title: Bryan Koon, Director, Division of Emergency Management
Date: _____

This document approved as to form and legal sufficiency.
By: [Signature]
Title: ACT
Date: 6/8/11

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Awarding Agency: Division of Emergency Management

Catalog of State Financial Assistance Title: Emergency Management Programs

Catalog of State Financial Assistance Number: 52.008

State Financial Assistance: \$105,806

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 9G-19, Florida Administrative Code.

Eligible activities for these funds are salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.

Eligible recipients for these funds are the 67 Florida counties.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A and A-1

Scope of Work

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

In order to receive base grant funding, the Recipient must certify that it will use the award to enhance its Emergency Management Program.

As a condition of receiving funding pursuant to this Agreement, the Recipient shall complete the work items approved by the Division and attached hereto as Attachment A-1. Subsequent revisions during the term of this Agreement shall be a written modification in accordance with Paragraph (4) of this Agreement.

Attachment A-1

Escambia County

Emergency Management Preparedness and Assistance Grant (EMPA)

2011 - 2012 Scope of Work

Item #	Deliverables	Mid Year Review		End of Year Review	
1	<p><u>COORDINATION AND COLLABORATION</u> - Utilizing one or more of the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.</p> <p>A) No later than 30 days after each event/conference/workshop/meeting, counties are to provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2011 – June 30, 2012), for those who attend.</p> <ul style="list-style-type: none"> -Quarterly Regional Coordination Meetings -Current Issues in Emergency Management (CIEM) -Florida Governor’s Hurricane Conference or National Hurricane Conference -Florida Emergency Preparedness Association Annual Meeting -Florida Emergency Preparedness Association Mid Year Work Session -Local Mitigation Strategy (LMS) Workshops -Professional Development Conferences & Training <p>B) The County will update and submit changes to the County Contact Form, to include County Officials annually or as changes occur. This form will be available at a password protected website. For the page link, usernames and passwords, contact your Regional Coordinator.</p> <p>C) The County will hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.</p> <p>D) The County will hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.</p>	<i>In Work</i>		<i>In Work</i>	
		<i>Complete</i>		<i>Complete</i>	
		<i>Due Date Missed</i>		<i>Due Date Missed</i>	
Deliverable Status Comments:					

2	<p>TRAINING AND EXERCISE - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2011 – June 30, 2012).</p> <p>A) Submit training courses conducted in counties that are not coordinated through the Training & Exercise Unit to: FDEM.STO@em.myflorida.com for submission onto the Training and Events Calendar for information purposes only. This allows for regional collaboration and coordination and the Training and Exercise Unit to establish needs assessments.</p> <p>B) Participate in the annual Statewide Hurricane Exercise in which the submission of one (1) Incident Action Plan (IAP) <u>or</u> one (1) Situation Report (SITREP) <u>and</u> a roster of participants and participation in at least one (1) conference call is required.</p> <p>C) Counties will submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises.</p> <p>D) The county shall conduct at least one (1) Continuity of Operations Plan (COOP) or Continuity of Government (COG) exercise every three (3) years (an actual incident may be substituted). If counties have conducted one (1) of these exercises in the past two (2) years, indicate "not applicable". This exercise may be a seminar, tabletop, functional or full-scale and may be conducted as part of the Statewide Hurricane Exercise.</p>	<i>In Work</i>	<i>In Work</i>
		<i>Complete</i>	<i>Complete</i>
		<i>Due Date Missed</i>	<i>Due Date Missed</i>
		<i>Due Date Missed</i>	<i>Due Date Missed</i>
Deliverable Status Comments:			

3	<p><u>GEOGRAPHICAL INFORMATION</u> - Mapping and Spatial data shall be developed, maintained, and updated in cooperation between counties and the Florida Division of Emergency Management (FDEM). Current datasets will be provided by FDEM to counties through the appropriate Regional Coordinator. Updates and corrections will be provided to the FDEM GeoSpatial Information Systems (GIS) section on or before May 15, 2012. This shall include:</p> <p>A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be reviewed and updated as needed.</p> <p>B) County Shelter data utilized by the State ESF 6 shall be reviewed and updated.</p> <p>C) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.</p> <p>Attribute information for spatial data requested shall include: facility name, facility type, physical address, and USNG coordinates or Latitude/Longitude in decimal degrees (only one or the other is needed).</p> <p>NOTES:</p> <ul style="list-style-type: none"> • Items listed above can be submitted to eoc-gis@em.myflorida.com via the following channels – <ul style="list-style-type: none"> - Export from own GIS database (preferred) - EXCEL Spreadsheet • If counties have no changes in last submission of spatial data information; submit email to eoc-gis@em.myflorida.com stating “no change from last submission.” • Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed and are provided as information to the counties. 	<i>In Work</i>	<i>In Work</i>	
		<i>Complete</i>	<i>Complete</i>	
		<i>Due Date Missed</i>	<i>Due Date Missed</i>	
Deliverable Status Comments:				

4	<p>LOGISTICS - The county shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs, and develop local contracts for goods and services. If the counties have no change from the last submission, submit email to DEM_Logistics_Unit@em.myflorida.com stating "no change from last submission." Items A – D shall be submitted via CD, FTP site or email to: DEM_Logistics_Unit@em.myflorida.com no later than June 1, 2012.</p> <p>A) Submit an updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan shall also include, but not limited to the following:</p> <ul style="list-style-type: none"> -County Government Emergency Fuel Strategy -Utilization of private business and industry in meeting emergency resource needs -List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency <p>B) Location, survey forms and attributes information for county logistical staging areas using a format provided in cooperation with FDEM Logistics Section. Logistical Site Survey Forms will be available on the Division's Website at: http://www.floridadisaster.org/grants/index.htm.</p> <p>C) POINTS OF DISTRIBUTION: Location and attribute information for Points of Distribution (POD) sites and Comfort Stations using a format provided in cooperation with FDEM's Logistics Section. County POD Site Survey Profile forms and will be available on the Division's Website at: http://www.floridadisaster.org/grants/index.htm.</p> <p>D) Emergency Worker Base Camps using a format provided in cooperation with FDEM Logistics Section. Logistical Site Survey Forms and will be available on the Division's Website at: http://www.floridadisaster.org/grants/index.htm.</p>	<i>In Work</i>	<i>In Work</i>	
		<i>Complete</i>	<i>Complete</i>	
		<i>Due Date Missed</i>	<i>Due Date Missed</i>	
		Deliverable Status Comments:		

5	<p>SHELTER SURVEY AND RETROFIT PROGRAM – In accordance with Florida’s statewide hurricane shelter space deficit elimination program, all counties shall submit Items A – F via CD, FTP site, or email at DEM_Infrastructure_Unit@em.myflorida.com no later than May 1, 2012. All information shall be verified and if counties have no changes in last submission, submit email to DEM_Infrastructure_Unit@em.myflorida.com stating “no change from last submission.”</p> <p>A) Submit identified potential hurricane shelter retrofit projects or report that there are no new identified projects to FDEM, Infrastructure Unit. (This information is used to compile the Shelter Retrofit Report.)</p> <p>B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects to the FDEM Infrastructure Unit.</p> <p>C) Develop and submit to the FDEM Infrastructure Unit a strategy to ensure that by June 1, 2012, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.</p> <p>D) Develop and submit to the FDEM Infrastructure Section, a strategy to ensure that by June 1, 2012, there is adequate designated SpNS client space capacity to meet anticipated five-year demands as determined by the 2010 Statewide Emergency Shelter Plan (January 31, 2010). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.c. above.</p> <p>E) Update and submit to the FDEM Infrastructure Unit, hurricane shelter deficit reduction progress reports, which include “as-is”, retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)</p> <p>F) Provide a brief report on results of the year’s coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. The template to provide this information will be made available from FDEM.</p>	<table border="1"> <tr> <td><i>In Work</i></td> </tr> <tr> <td><i>Complete</i></td> </tr> <tr> <td><i>Due Date Missed</i></td> </tr> </table>	<i>In Work</i>	<i>Complete</i>	<i>Due Date Missed</i>	<table border="1"> <tr> <td><i>In Work</i></td> </tr> <tr> <td><i>Complete</i></td> </tr> <tr> <td><i>Due Date Missed</i></td> </tr> </table>	<i>In Work</i>	<i>Complete</i>	<i>Due Date Missed</i>
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<i>In Work</i>									
<i>Complete</i>									
<i>Due Date Missed</i>									
Deliverable Status Comments:									

6	LOCAL COMPREHENSIVE EMERGENCY MANAGEMENT PLAN - Update and/or maintain the County Comprehensive Emergency Management Plan (CEMP) in accordance with Rule 9G-6, Florida Administrative Code and consistent with the State of Florida CEMP . If counties have no updates since the last submission, submit email to DEM_Natural_Hazards_Planning@em.myflorida.com stating "no change from last submission" no later than June 1, 2012.	<i>In Work</i>		<i>In Work</i>	
		<i>Complete</i>		<i>Complete</i>	
		<i>Due Date Missed</i>		<i>Due Date Missed</i>	
Deliverable Status Comments:					

Record of Review

Mid Year Review

County Emergency Management
Representative Signature

Date: _____

FDEM Division
Representative Signature

Date: _____

End of Year Review

County Emergency Management
Representative Signature

Date: _____

FDEM Division
Representative Signature

Date: _____

**Attachment B
Budget**

The anticipated expenditures for the Categories listed below are for the Emergency Management Preparedness and Assistance (EMPA) State portion of this subgrant only (Paragraph (17)(a), FUNDING/ CONSIDERATION)

<u>Category</u>	<u>Anticipated Expenditure Amount</u>
Salaries/Fringe Benefits	\$ 0.00
Other Personal Services	\$ 0.00
Expenses	\$ 95,806.00
Operating Capital Outlay	\$ 0.00
Fixed Capital Outlay	\$ 10,000.00
Total State Funds	\$ 105,806.00

(see section 17 – Funding/Consideration)

Attachment C
Program Statutes, Regulations and Program Requirements

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 9G-6, 9G-11, 9G-19 and 9G-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Recipient acknowledges the completed installation of a Hughes Network Systems, Inc., Personal Earth Station and related equipment (hereinafter "the Equipment").

The Recipient acknowledges and agrees to comply with applicable terms and conditions of: (1) the State of Florida Lease/Purchase Agreement, dated October 1994, executed between Hughes Network Systems, Inc. ("HNS"), and the Division, (a copy of which is available from the Division) regarding the procurement and use of the Equipment; and (2) the Services Agreement Between Hughes Network Systems, Inc., and the State of Florida, dated January 1995, (a copy of which is available from the Division) (hereinafter, collectively, "the HNS Agreements") regarding the operation of an interactive satellite communications service for the Division, the Recipient and other sites. In particular, the Recipient agrees:

- A. That any reports of problems with the Equipment or system, trouble reports, and any requests for repairs, service, maintenance or the like, shall be communicated directly and exclusively to the Division's State Watch Office (SWO) (850) 413-9910.
- B. That the Recipient will assist and comply with the instructions of the SWO and any technical service representative responding to the report or service request. Recipient's personnel shall cooperate with and assist service representatives, as required, for installation, trouble-shooting and fault isolation, with adequate staff.
- C. That the Recipient shall not change, modify, deinstall, relocate, remove or alter the Equipment, accessories, attachments and related items without the express written approval of the Division.
- D. That the Recipient shall provide access, subject to reasonable security restrictions, to the Equipment and related areas and locations of the Recipient's facilities and premises, and will arrange permitted access to areas of third-party facilities and premises for the purpose of inspecting the Equipment and performing work related to the Equipment. Service representatives and others performing said work shall comply with the Recipient's reasonable rules and regulations for access, provided the Division is promptly furnished with a copy after execution of this Agreement. The Recipient shall provide safe access to the Equipment and will maintain the environment where the Equipment is located in a safe and secure condition. The Recipient shall provide service representatives with access to electrical power, water and

other utilities, as well as telephone access to the Recipient's facility as required for efficient service.

- E. That the Recipient shall take reasonable steps to secure the Equipment and to protect the Equipment from damage, theft, loss and other hazards. This shall not obligate the Recipient to procure insurance. The Division agrees to procure and maintain all risks insurance coverage on the Equipment. The Recipient agrees to refrain from using or dealing with the Equipment in any manner which is inconsistent with the HNS Agreements, any policy of insurance referred to in the HNS Agreements, and any applicable laws, codes ordinances or regulations. The Recipient shall not allow the Equipment to be misused, abused, wasted, or allowed to deteriorate, except normal wear and tear resulting from its intended use. The Recipient shall immediately report any damage, loss, trouble, service interruption, accident or other problem related to the Equipment to the SWO, and shall comply with reasonable instructions issued thereafter.
- F. That any software supplied in connection with the use or installation of the equipment is subject to proprietary rights of Hughes Network Systems, Inc., and/or HNS's vendor(s) and/or the Division's vendor(s). The use of one copy of said software is subject to a license granted from HNS to the Department, and a sublicense from the Division to the Recipient, to use the software solely in the operation of the Equipment, to commence on delivery of the software to the Recipient and to last for the term of the HNS Agreements. The Recipient shall not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any part of the software, or (ii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information provided in connection with the Equipment. The Recipient shall not, directly or indirectly, sell, transfer, offer, disclose, lease, or license the software to any third party.
- G. To comply with these provisions until the termination of the HNS Agreements.
- H. The Division will cover the monthly cost of the satellite service provided to the Division pursuant to the service agreement between Hughes Network Systems and the State of Florida for the period of this agreement. The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. The service charge covers only the remote corrective maintenance specified in paragraph 4.3 of the Service Agreement with HNS and does not cover other maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:
 - 1. Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

2. Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.
3. Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the recipient.

(3) VEHICLES

Written approval from the Director of the Division of Emergency Management must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 9G-19.002(6), Florida Administrative Code.

6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Attachment D
Reports

- A. The Recipient shall provide the Division with quarterly financial reports, semi-annual summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report, all in a format to be provided by the Division. All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.
- B. Each quarter, the Recipient shall provide the Division with a twenty-five percent (25%) sampling of the total amount requested. The Recipient will need to submit a sampling from the list below (i.e., invoice and check/proof of payment) with your reports unless other sample documents are deemed necessary for audit purposes. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.**
- Salaries: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries)
 - OPS/Contractual Services: Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks related to these services.
 - Expenses: Copies of invoices/receipts, checks and canceled checks
 - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
 - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - OCO: Copies of invoices/receipts, checks and canceled checks
 - FCO: Copies of invoices/receipts, checks and canceled checks
 - Copies of the general ledger each quarter should also be provided.
- C. Quarterly financial reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**
- D. The final close-out report is due forty-five days after termination of this Agreement.**
- E. In addition to the above, in order to ensure compliance with Rule 9G-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency

Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division no later than December 31, 2011. The Historical Information form must be prepared and signed by an official of the County's Finance Office.

- F. In a format provided by the Division, a proposed staffing summary and the counties position descriptions shall be submitted to the Division not later than December 31, 2011.
- G. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12), and Rule 9G-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

NO ADVANCE REQUESTED

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

ADVANCE REQUESTED

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 2009	(B) FFY 2010	(C) FFY 2011	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\text{Cell D3} \times \$ \text{DEM Award} = \text{MAXIMUM ADVANCE}$$

(Do not include any match)

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- [] Recipient has no previous DEM/DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- [] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.
Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2011-2012 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an

award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm weekdays, excluding locally recognized holidays

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

Attachment H

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-971

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Change Order to Purchase Order 110149 to Physio-Control, Inc. for AED and Lifepak Accessories

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Purchase Order 110149 to Physio-Control, Inc., for AED and Lifepak Accessories - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, which will increase the Purchase Order amount to cover the cost of AED (Automated External Defibrillator)/LifePak accessories and supplies for Emergency Medical Services (EMS) and Fire Services projected through the end of the current Fiscal Year:

Department:	Public Safety
Division:	Emergency Medical Services/Fire Services
Type:	Addition
Amount:	\$16,500
Vendor:	Physio-Control, Inc.
Project Name:	N/A
Contract:	N/A
PO#	110149
Original Award Amount:	\$50,000
Cumulative Amount of Change Orders thru CO #1	\$16,500
New P.O. Amount:	\$66,500

[Funding: Fund 408, "Emergency Medical Services Fund," Cost Center 330302, "EMS Operations", Object Code 55201, "Operating Supplies" = \$11,500; Fund 143, "Fire Protection Fund", Cost Center 330206 "Fire Dept Pd", Object Code 55201, "Operating Supplies" = \$5,000]

BACKGROUND:

This Change Order is to cover the projected expense for purchase of AED/LifePak accessories and supplies through the end of the current Fiscal Year.

BUDGETARY IMPACT:

Funds for this Change Order are available in Fund 408 "Emergency Medical Services Fund," Cost Center 330302 "EMS Operations," Object Code 55201 "Operating Supplies" and Fund 143 "Fire Protection Fund," Cost Center 330206 "Fire Dept Pd," Object Code 55201 "Operating Supplies."

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-970

County Administrator's Report Item #: 14. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Position Allocation - EMS Medical Director Relief

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Allocation of a Position Titled "EMS Medical Director Relief" for Escambia County EMS -Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning allocation of a position titled "EMS Medical Director Relief" for Escambia County Emergency Medical Services (EMS), with no increase in the total of currently approved positions for the Department:

- A. Approve establishment of the position, PG E81, in accordance with the Job Description; and
- B. Authorize filling the position.

[Funding: Fund 408, "Emergency Medical Services Fund", Cost Center 330302, "EMS Operations"]

BACKGROUND:

Florida Statutes 401.265 requires advanced life support and basic life support transportation services to employ or contract with a licensed physician to serve as medical director. Charles Lee Neal, D.O. is the full-time Escambia County Public Safety Medical Director. Since becoming a full-time employee of Escambia County in September 2006, Dr. Neal has maintained a schedule supporting the 24-hour day, 7-day week operation, including telephone contact during leave. Dr. Neal is a member of the Army National Guard and subject to deployment for periods of up to two weeks each year and will be unavailable for EMS access during those times. The position of EMS Medical Director Relief is needed to continue seamless operation of all emergency services provided by the County during such absences.

Establishment of this position will not increase the total approved positions for the Department. One Emergency Medical Specialist Relief position will be reallocated for this purpose.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The hiring freeze implemented by the Board during the FY 2010 budget process, requires Board approval to establish and fill new positions.

IMPLEMENTATION/COORDINATION:

The allocation of this position has been coordinated with the OMB and Human Resources Office.

Attachments

Job Description - EMS Medical Director Relief Position

Job Description: Escambia County Public Safety Bureau Relief Medical Director Position

THE POSITION

The incumbent agrees to perform the duties of the Relief Medical Director's position of the Escambia County Bureau of Public Safety (hereinafter referred to as "Public Safety") under the provisions of Section 401.265, Florida Statutes. The parties hereto recognize that the incumbent is now employed as a physician in private practice and nothing herein shall limit or restrict that right to continue such employment consistent with this position.

EXAMPLES OF DUTIES

The Relief Medical Director shall perform all medical services of the Escambia County Public Safety Bureau. Relief Medical Director's position required pursuant to Chapter 401.265, Florida Statutes, including all current rules and regulations of any governmental agency implementing said Chapter, along with other established department duties. The Relief Medical Director shall also perform any future duties established for the position of Relief Medical Director upon the receipt of written notice from the County or the State of Florida, Department of Health, Bureau of Emergency Medical Services, when such additional duties shall be required. The Relief Medical Director shall be responsible for complying with the Board of County Commissioners' ordinances, rules, policies, and procedures governing Public Safety operations.

The Relief Medical Director shall supervise the medical performance of the emergency medical technicians and paramedics employed by Public Safety. In addition, the Relief Medical Director shall over-site the performance of the certified emergency medical dispatchers (EMD) and call takers employed by the County working in the Public Safety Communications Center.

The Relief Medical Director shall supervise the medical performance of the emergency medical technicians and paramedics employed by any non-Escambia County ambulance service, provider or other services under contract to the County when providing emergency medical services within the County. Such medical direction will be done in cooperation with and under an agreement with the other service's designated Medical Director.

The Relief Medical Director shall be responsible for the clinical performance of the City of Pensacola Fire Department (PFD) basic life support medical first response personnel through the promulgation of operating protocols and establishment of a quality assurance program. The Relief Medical Director shall also be responsible for the medical oversight of the PFD's semi-automatic external defibrillation (SAED) program.

The Relief Medical Director shall be responsible for the clinical performance of the Escambia County Volunteer Firefighters (ECVF) basic life support medical first response personnel through the promulgation of operating protocols and the establishment of a quality assurance program. The Relief Medical Director shall also be responsible for medical oversight of the ECVF and SAED programs.

The Relief Medical Director shall assist with approval, revision, and development of policies, procedures, and protocols for every portion of the County's Public Safety system, which affects patient care. The Relief Medical Director shall assist with an annual comprehensive review of all protocols for the system, including those for pre-arrival instructions, priority dispatch, disaster and triage treatment, transport mode, destination, and hospital bypass activities and on scene medical authority. In assisting with the review, the Relief Medical Director shall take into consideration the results of medical audits, review of current medical literature, and input from Public Safety field personnel and other interested persons.

The Relief Medical Director shall assist with development and updating an inspection checklist and documentation forms to be used by the County's Public Safety system in inspecting the on-board medical equipment of all Public Safety Emergency Medical Services and first response agency vehicles under his direction. The Relief Medical Director shall also assist with making an annual comprehensive review of all such medical equipment used in the Public Safety system.

The Relief Medical Director shall make himself / herself available on a twenty-four hour basis either personally or through established protocol or standing orders to advise County emergency medical technicians and paramedics. The Relief Medical Director shall advise the County of all his current telephone numbers, and any future changes thereto, through which he may be reached on a twenty-four hour basis for consultation and direction.

The Relief Medical Director shall assist with establishing procedures for routine auditing of Public Safety's performance including, but not limited to, prompt run reviews, direct observations, and comparison of performance standards for drugs, equipment, system protocols, and procedures. A case chart review shall be undertaken which shall include, at a minimum, a review of all cardiac arrests, trauma alerts, deaths after arrival, cancellations on scene, and a general overall review of ten percent of all other case charts. The Relief Medical Director may also assist with conducting such special audits as are deemed necessary in response to feedback from patients, families, the general public, or at the request of the Public Safety Director. The Relief Medical Director may assist with conduct an audit when, in the Relief Medical Director's judgment, such audit is in order and also may conduct or cause to be conducted such other clinical audits of system performance as requested.

The Relief Medical Director shall assist with substantially performing and documenting in a semi-annual report to the Department Director evidence of a functional quality assurance program for the county's Public Safety Department. The Relief Medical Director shall assist with establishing a quality assurance committee, pursuant to the provisions of Chapter 401.265, Florida Statutes, to provide quality assurance review of all emergency medical technicians and paramedic employees.

The Relief Medical Director shall participate and ride with ambulance and fire crews as necessary to meet State and system requirements. These "ride-alongs" will be properly documented and a report provided to the EMS Manager on a routine basis.

The Relief Medical Director shall assist with developing other such medical standards as may be necessary to ensure reliable quality emergency patient care. The Relief Medical Director shall assist with continuously monitoring and updating the department's policies and protocols and shall assist with conducting a complete medical protocol review and revision when warranted, but not less than once a year. In addition, the Relief Medical Director shall assist with developing in a timely manner, medical protocols for enhancements of the department's procedures or treatment and shall actively participate in the planning, development, and implementation of new and innovative programs to enhance and expand current Public Safety services.

The Relief Medical Director shall assist with ensuring and certifying that all controlled substances, medications, and fluids are properly secured in compliance with Chapters 499 and 893, Florida Statutes, and Chapter 64E-2, Florida Administrative Code. The Relief Medical Director shall assist with creating, authorizing, and ensuring adherence to Public Safety procedures regarding the handling of such medications, fluids, and controlled substances.

The Relief Medical Director shall assist with advising the State Department of Health, Bureau of Emergency Medical Services, whenever telemetry is not used during an emergency response and when there is any substitution of any required equipment or medication by department personnel. The Relief Medical Director shall be actively involved, by assist with revising, developing and drafting any changes to the trauma transport protocols when necessary for submission to the state.

The Relief Medical Director shall assist with ensuring certification of Public Safety emergency medical technicians and paramedics through the coordination of in-service training and other professional education programs. The Relief Medical Director shall also assist with ensuring the quality of the continuing medical training provided to Escambia County Public Safety including: Evaluation of the educational effectiveness of the instruction, courses, and programs in consultation with the Quality Assurance Coordinator. Remaining vigilant and actively involved in the planning, development, and presentation of continuing education. The Relief Medical Director shall participate routinely with department sponsored continuing education programs each year, which shall include a portion dedicated to “run reviews” or critiques. Recommending qualified individuals to function as Field Training Officers and assist with the training program. Contacting the Department Director and the Quality Assurance Coordinator any time it is believed that the quality of the training program is in jeopardy. Working with continuing medical education providers to establish procedures to evaluate the clinical impact and effectiveness of said program as part of its role in quality assurance for Public Safety. Functioning as course director or faculty at core or remedial continuing medical education programs. Being available to evaluate the performance of Public Safety paramedics and emergency technicians at skills evaluation training sessions. Developing and reviewing procedures designed to regularly evaluate the educational effectiveness of the instruction, courses, and programs offered.

The Relief Medical Director will assist in initiating a health and fitness awareness program for all Public Safety employees, to include, but not be limited to, emergency medical technicians, paramedics, dispatchers and firefighters.

The Relief Medical Director shall act as a liaison between Public Safety, other medical directors, hospitals, and other EMS providers. The Relief Medical Director shall not restrict any joint ventures between Public Safety and any other hospital, EMS provider, or other health care entity, unless such joint venture negatively impacts the provision of patient care.

The Relief Medical Director shall adhere to the rules regarding employee disciplinary action and shall work in a cooperative manner with the department director concerning employee disciplinary actions, which involve patient care issues.

The Relief Medical Director shall assist with making recommendations on department administrative and budget decisions. All non-medical policy decisions will be made at the discretion of the department director.

TYPICAL QUALIFICATIONS

The Relief Medical Director shall at all times remain a physician (M.D. or D.O.) with duly unencumbered licenses to practice medicine in the State of Florida.

The Relief Medical Director shall be from a broad based medical specialty with demonstrated experience in pre-hospital care. The Relief Medical Director shall remain board certified /eligible in one of the following specialties: Emergency Medicine by the American Board of Emergency Medicine, Internal Medicine by the American Board of Internal Medicine, Family Practice by the American Board of Family Practice, or Surgery by the American Board of Surgery and be licensed to practice medicine in the State of Florida. Board certification must be obtained within two attempts.

The Relief Medical Director shall possess and retain a current American Heart Association Advanced Cardiac Life Support provider card, and within six months, the Relief Medical Director shall also possess and retain a current American Heart Association ACLS instructor or affiliate faculty card.

Administrative Requirements

The Relief Medical Director shall complete a minimum of ten (10) hours per year of continuing medical education related to pre-hospital care or teaching or a combination of both.

As a relief employee of Escambia County and the Relief Medical Director for Public Safety, the incumbent will be required to establish a schedule that supports the twenty-four hour a day, seven days a week operation. This will involve working a core period during established normal business hours, attending and participating in evening training sessions and employee meetings, remaining in an on-call status twenty-four hours a day, seven days a week, and periodically riding with daytime/nighttime crews to evaluate their pre-hospital care skills and performance as need by the bureau. The Relief Medical Director will may also be assigned to the Emergency Operations Center during an activation or exercise. The varying demands and responsibilities of the Relief Medical Director will require periodic coordination with the Public Safety Director to ensure all contract and EMS requirements are fully met.

The parties shall instruct their employees to hold as confidential any patient information acquired as a result of this Agreement before any release or disclosure of medical records occur, consent and authorization to release shall be obtained for the legal representative of the patient, in accordance with applicable state and federal laws pertaining to the confidentiality of medical records. Any and all disclosure of patient information must be made in accordance with Sections 394.4615 and 395.3025, Florida Statutes, and in accordance with any other applicable state and federal law, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The Relief Medical Director acknowledges that, as a result of providing professional services pursuant to his position, agrees he will have access to, and or obtain, confidential and Protected Health Information (PHI) in written and electronic format, including but not limited to medical records of patients. The Relief Medical Director in the performance of his job, except as otherwise required by state or federal law, agrees (1) to maintain all PHI in a secure and confidential fashion, (2) to ensure that its directors, officers, employees and agents will maintain all PHI in a secure and confidential fashion, and (3) not to disclose such information to any third party, except as set forth herein.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-981

County Administrator's Report Item #: 14. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Acceptance of Property on Community Drive from U.I.L. Family Limited Partnership for Road Right-of-Way and Drainage Purposes

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Property on Community Drive, from U.I.L. Family Limited Partnership for Road Right-of-Way and Drainage Purposes - Joy D. Blackmon, P.E., Director, Public Works Department

That the Board take the following action concerning the acceptance of property on Community Drive, from U.I.L. Family Limited Partnership for road right-of-way and drainage purposes:

- A. Authorize staff to negotiate and resolve any matters related to, or associated with the acceptance of three parcels of property (two small corner clips consisting of 138 square feet for road right-of-way, and a small triangle-shaped parcel, consisting of 290 square feet for drainage purposes) on Community Drive, from U.I.L. Family Limited Partnership, and to gather information and conduct inspections as needed to allow the Board's acceptance of the real property;
- B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for road right-of-way and drainage, and the County benefits from the acquisition of this property because it facilitates the maintenance of paving and drainage systems for use by the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare and the Chairman or Vice Chairman to accept the Deed as of the day of delivery of the Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time, subject to Legal review and sign-off.

U.I.L. Family Limited Partnership is the developer of the Springdale Forest Subdivision located on Community Drive between Bellview Avenue and Godwin Lane. The legal descriptions for two parcels of property, one located at the intersection of Godwin Lane and Community Drive and the other at the intersection of Bellview Avenue and Community Drive, less out small corner clip pieces that are still owned by U.I.L. Family Limited Partnership. The two corner clips were intended for road right-of-way and are being utilized for right-of-way purposes. U.I.L. Family

Limited Partnership also owns a small triangle-shaped parcel which lies within the fenced area of the County retention pond site and is being utilized for retention purposes. U.I.L. Limited Partnership would like to donate these three parcels to the County.

BACKGROUND:

U.I.L. Family Limited Partnership is the developer of the Springdale Forest Subdivision located on Community Drive between Bellview Avenue and Godwin Lane. The legal descriptions for two parcels of property, one located at the intersection of Godwin Lane and Community Drive and the other at the intersection of Bellview Avenue and Community Drive, less out small corner clip pieces that are still owned by U.I.L. Family Limited Partnership. The two corner clips were intended for road right-of-way and are being utilized for right-of-way purposes. U.I.L. Family Limited Partnership also owns a small triangle shaped parcel which lies within the fenced area of the County retention pond site and is being utilized for retention purposes. U.I.L. limited Partnership would like to donate these three parcels to the County.

County staff have reviewed this request and have no objection to the County's acceptance of this property. Board approval is required to authorize Staff to proceed with the acquisition, and for the Board's acceptance of the donated property.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will review and approve the Warranty Deed prior to recording.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, County Staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon board approval, Staff will proceed with the acquisition, by donation, of this property for road right-of-way and drainage purposes.

Attachments

Exhibit A

Exhibit B

Map

PROJECT NO. 4192-1
 DATE: 12/3/03

DESCRIPTION & DESCRIPTION DRAWING

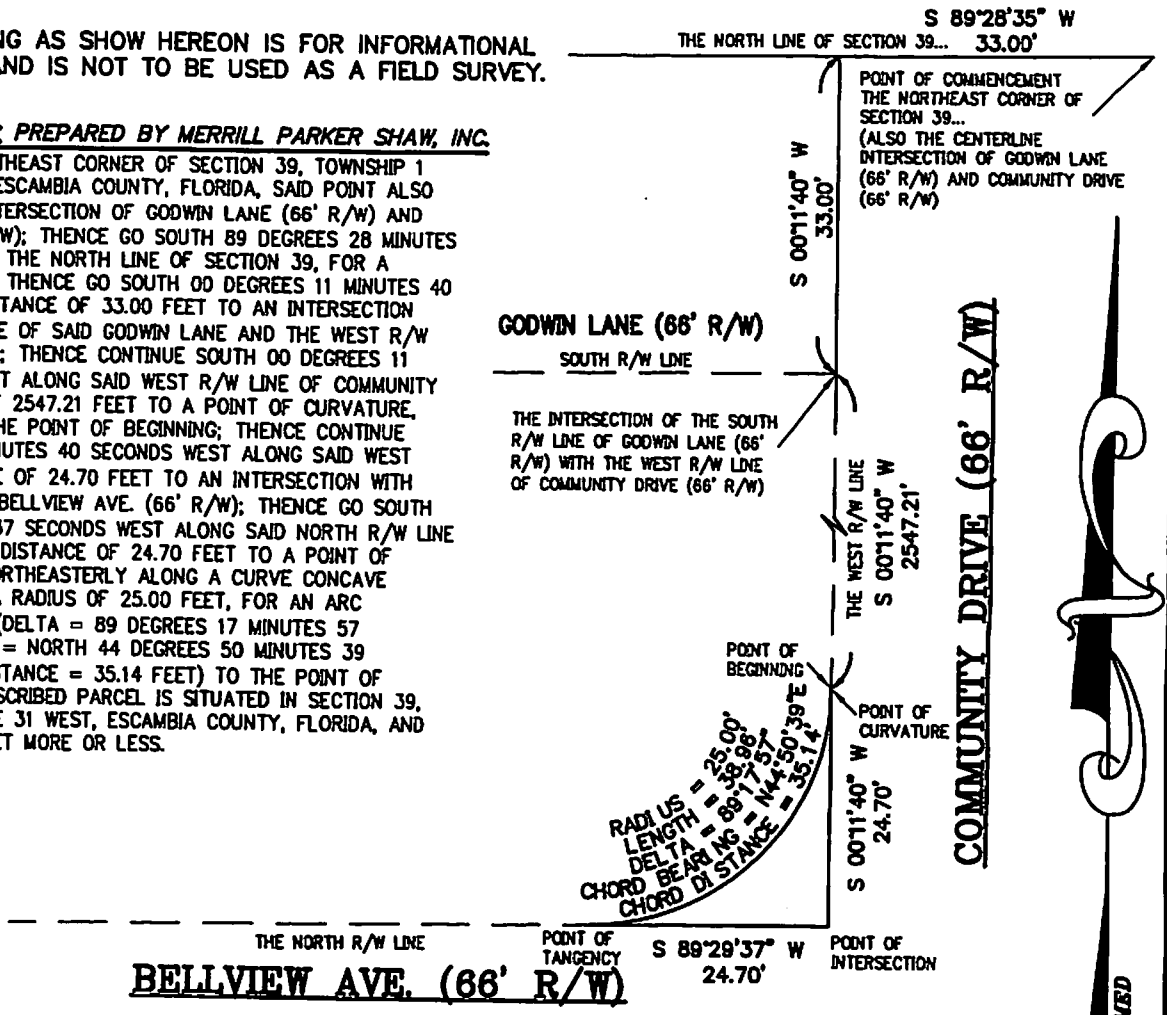
SCALE: 1" = 20'

EXHIBIT "A"

NOTE: THE DRAWING AS SHOW HEREON IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED AS A FIELD SURVEY.

DESCRIPTION: PREPARED BY MERRILL PARKER SHAW, INC.

COMMENCING AT THE NORTHEAST CORNER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF GODWIN LANE (66' R/W) AND COMMUNITY DRIVE (66' R/W); THENCE GO SOUTH 89 DEGREES 28 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF SECTION 39, FOR A DISTANCE OF 33.00 FEET; THENCE GO SOUTH 00 DEGREES 11 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 33.00 FEET TO AN INTERSECTION WITH THE SOUTH R/W LINE OF SAID GODWIN LANE AND THE WEST R/W LINE OF COMMUNITY DRIVE; THENCE CONTINUE SOUTH 00 DEGREES 11 MINUTES 40 SECONDS WEST ALONG SAID WEST R/W LINE OF COMMUNITY DRIVE FOR A DISTANCE OF 2547.21 FEET TO A POINT OF CURVATURE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 11 MINUTES 40 SECONDS WEST ALONG SAID WEST R/W LINE FOR A DISTANCE OF 24.70 FEET TO AN INTERSECTION WITH THE NORTH R/W LINE OF BELLVIEW AVE. (66' R/W); THENCE GO SOUTH 89 DEGREES 29 MINUTES 37 SECONDS WEST ALONG SAID NORTH R/W LINE OF BELLVIEW AVE. FOR A DISTANCE OF 24.70 FEET TO A POINT OF TANGENCY; THENCE GO NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, FOR AN ARC DISTANCE OF 38.96 FEET (DELTA = 89 DEGREES 17 MINUTES 57 SECONDS, CHORD BEARING = NORTH 44 DEGREES 50 MINUTES 39 SECONDS EAST, CHORD DISTANCE = 35.14 FEET) TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 130 SQUARE FEET MORE OR LESS.



ASSUMED

I CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 61G17-6, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

MERRILL PARKER SHAW, INC.
 4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. Wayne Parker 12/3/09

E. WAYNE PARKER, REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
 STATE OF FLORIDA

SHEET 1 OF 2



MERRILL PARKER SHAW, INC.

PROFESSIONAL ENGINEERING & SURVEYING SERVICES

4928 N. DAVIS HWY _____ PH: (850) 478-4923
 PENSACOLA, FL 32503 FAX: (850) 478-4924

FLORIDA CORPORATION NUMBER 7174



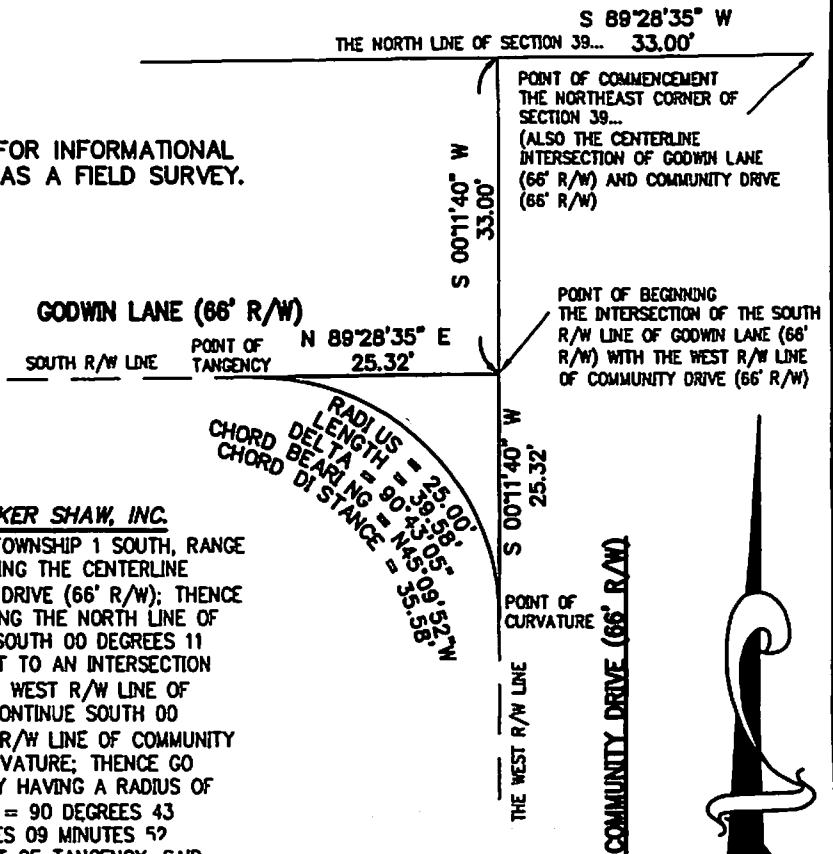
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR

PROJECT NO. 4192-1
DATE: 12/3/03

DESCRIPTION & DESCRIPTION DRAWING

SCALE: 1" = 20'

NOTE: THE DRAWING AS SHOW HEREON IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED AS A FIELD SURVEY.



DESCRIPTION: PREPARED BY MERRILL PARKER SHAW, INC.

COMMENCING AT THE NORTHEAST CORNER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF GODWIN LANE (66' R/W) AND COMMUNITY DRIVE (66' R/W); THENCE GO SOUTH 89 DEGREES 28 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF SECTION 39, FOR A DISTANCE OF 33.00 FEET; THENCE GO SOUTH 00 DEGREES 11 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 33.00 FEET TO AN INTERSECTION WITH THE SOUTH R/W LINE OF SAID GODWIN LANE AND THE WEST R/W LINE OF COMMUNITY DRIVE FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 11 MINUTES 40 SECONDS WEST ALONG SAID WEST R/W LINE OF COMMUNITY DRIVE FOR A DISTANCE OF 25.32 FEET TO A POINT OF CURVATURE; THENCE GO NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, FOR AN ARC DISTANCE OF 39.58 FEET (DELTA = 90 DEGREES 43 MINUTES 05 SECONDS, CHORD BEARING = NORTH 45 DEGREES 09 MINUTES 52 SECONDS WEST, CHORD DISTANCE = 35.58 FEET TO A POINT OF TANGENCY, SAID POINT BEING ON THE SOUTH R/W LINE OF GODWIN LANE (66' R/W); THENCE GO NORTH 89 DEGREES 28 MINUTES 35 SECONDS EAST ALONG SAID SOUTH R/W LINE FOR A DISTANCE OF 25.32 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 138 SQUARE FEET MORE OR LESS.

I CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 61G17-6, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. Wayne Parker 12/3/09
E. WAYNE PARKER, REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

SHEET 2 OF 2



MERRILL PARKER SHAW, INC.

PROFESSIONAL ENGINEERING & SURVEYING SERVICES

4928 N. DAVIS HWY _____ PH. (850) 478-4923
PENSACOLA, FL 32503 FAX. (850) 478-4924

FLORIDA CORPORATION NUMBER 7174



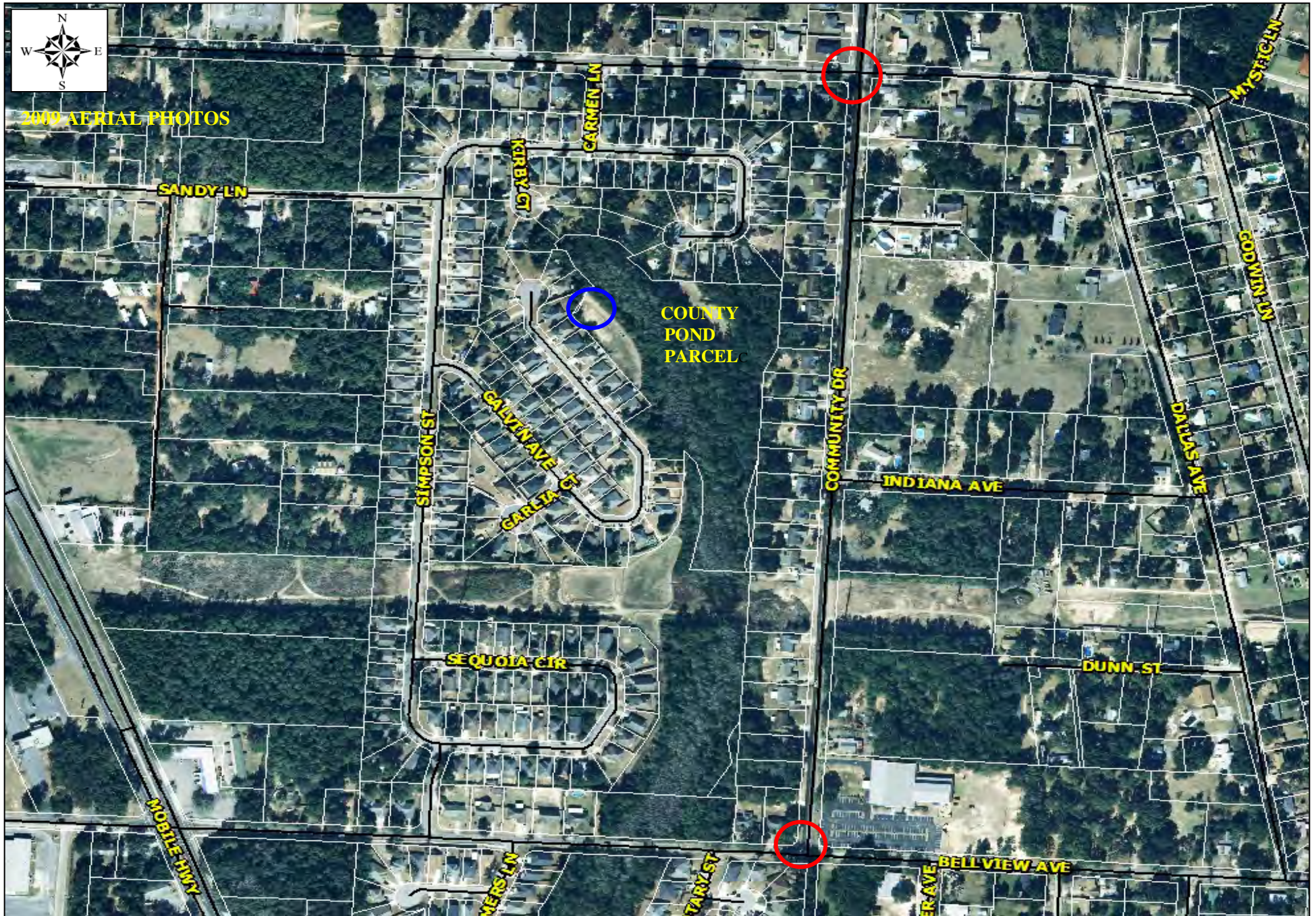
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR

EXHIBIT "B"

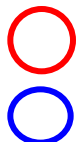
Begin at the Southeast corner of Lot 84, Block F, Springdale Forest II, a subdivision of a portion of Section 39, Township 1 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 16 Page 35 of the public records of said County; thence run South 49 degrees 28 minutes 12 seconds West along the Southeast line of said Lot 84 a distance of 23.24 feet to the Northmost corner of Lot 85 of said Block F; thence run North 25 degrees 30 minutes 19 seconds East a distance of 61.46 feet to an intersection with the East line of said Lot 84; thence run South 12 degrees 17 minutes 58 seconds West along said East line a distance of 41.32 feet to the point of beginning. Said parcel being in area 290.10 square feet more or less.

Parcel Identification Number: 39-1S-31-1102-841-006

THREE PARCELS OF PROPERTY OWNED BY U.I.L. FAMILY LIMITED PARTNERSHIP



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 04/15/11 DISTRICT 2



TWO CORNER CLIPS AT COMMUNITY DRIVE & GODWIN
LANE AND COMMUNITY DRIVE & BELLVIEW AVENUE



SMALL TRIANGLE PARCEL AT COUNTY RETENTION POND SITE



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-978

County Administrator's Report Item #: 14. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Change Order #4 to Purchase Order 110417 to Merritt Veterinary Supplies, Inc. for Animal Shelter Supplies

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #4 to Purchase Order 110417 to Merritt Veterinary Supplies, Inc., for Animal Shelter Supplies - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #4, to purchase sufficient medications and supplies at the Animal Shelter for the remainder of the Fiscal Year:

Department:	Community Affairs
Division:	Animal Services
Type:	Addition
Amount:	\$15,000.00
Vendor:	Merritt Vet. Supplies, Inc.
Project Name:	N/A
Contract:	N/A
PO#:	110417
Original Award Amount:	\$25,200.00
Cumulative Amount of Change Orders through CO #4:	\$31,042.29
New P.O. Amount:	\$56,242.29

[Funding: Fund 001, General Fund, Cost Center 220204, Animal Services Administration, Object Code 55201 - \$15,000]

BACKGROUND:

This change order is for the bulk purchase of additional medications and supplies needed for Animal Shelter operations. The purchase order, which utilizes two cost centers, was opened initially for approximately the same amount expended last year to the vendor. However, the original amount represented the purchases for half of a fiscal year.

The previous three change orders totalled \$16,042.29 and were all against the surgical cost center component of the purchase order. Additional surgical supplies and an autoclave were purchased with these funds.

BUDGETARY IMPACT:

Funds for this change order are available in Fund 001 General Fund, Cost Center 220204 Animal Services Administration, Object Code 55201.

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:

The Department of Community Affairs, Animal Services Division will coordinate with the Office of Purchasing for processing of this change order, pending Board approval.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1051

County Administrator's Report Item #: 14. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2011

Issue: Amendment to the Agreement between Pathways For Change, Inc. and Escambia County

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Amendment to the Agreement between Pathways for Change, Inc., and Escambia County - Gordon C. Pike, Corrections Department Director

That the Board approve and authorize the Chairman to sign the Amendment to Program Participation Agreement between Pathways For Change, Inc., a Florida not-for-profit corporation and Escambia County, Florida, a political subdivision of the State of Florida, which is necessary to stay in compliance with the requirements for the Department of Justice and the Florida Department of Law Enforcement to secure Resistance Substance Abuse Treatment (RSAT) Grant funds.

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

BACKGROUND:

The execution of this Amendment is necessary to stay in compliance with the requirements for the Department of Justice and the Florida Department of Law Enforcement to secure RSAT grant funds allotted for fiscal year 2010-2011, as well as any future funding.

BUDGETARY IMPACT:

Funding is available from the General Fund 001, Cost Center 110201, Object Code 58208.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract amendment has been reviewed by Kristen Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code Ordinances of Escambia County, Florida 1999, Chapter 46, Finance Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment

**AMENDMENT TO
PROGRAM PARTICIPATION AGREEMENT**

THIS AMENDMENT OF AGREEMENT is made and entered into this ____ day of July, 2011, by and between Pathways For Change, Inc. (hereinafter referred to as "PFC, Inc."), a Florida not for profit corporation, with a principal address of 901 West Moreno Street, Pensacola, Florida 32501, and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, on or about the October 1, 2010, Pathways For Change, LLC, and County entered into a Program Participation Agreement (the "Agreement") whereby the County agreed to contribute certain funds for the benefit of the Pathways For Change Program (the "Program"), as described more particularly therein; and

WHEREAS, on or about March 17, 2011, the Parties hereto executed an Assignment and Amendment of the Agreement wherein the Agreement was amended and assigned to PFC, Inc.; and

WHEREAS, by mutual agreement, the Parties hereto have agreed to further amend the subject Agreement; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. County and PFC, Inc. agree the Agreement is hereby amended to include the following:

10. **Compliance with Federal Civil Rights Obligations.** As a recipient and/or subrecipient of federal financial assistance, PFC, Inc. shall comply with all applicable federal civil rights obligations, including but not limited to the following:

- a. **Federal Civil Rights Laws:** Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must

comply with any applicable statutorily imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Non-Discrimination); 28 C.F.R. pt. 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance); Exec. Order No. 13,279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

- b. **Americans with Disabilities Act:** Subgrant recipients must comply with the requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131-34, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- c. **Limited English Proficiency (LEP):** In accordance with the U.S. Department of Justice (DOJ) Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. See Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (June 18, 2002). Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. For more information, please see the website at <http://www.lep.gov>.
- d. **Equal Treatment for Faith-Based Organizations:** Subgrant recipients must comply with the applicable requirements of 28 C.F.R. Part 38, the DOJ regulation governing "Equal Treatment for Faith-Based Organizations" ("the Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that direct financial assistance from DOJ may not be used for inherently religious activities, such as prayer; participation in Alcoholics Anonymous, Narcotics Anonymous,

or other Twelve-Step programs; worship; religious instruction; or proselytization. If subrecipients engage in inherently religious activities, such activities must be separate in time or place from the programs or services funded with direct financial assistance from DOJ , and participation in such activities by beneficiaries must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by direct financial assistance by DOJ shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- e. **No Retaliation:** As a recipient or subrecipient of federal financial assistance, and in accordance with federal civil rights laws, PFC, Inc. shall not retaliate against individuals for taking action or participating in action to secure rights protected by federal civil rights laws.
- f. **Equal Employment Opportunity Plan:** PFC, Inc. will file a certification with the Florida Department of Law Enforcement (FDLE) and OCR attesting to its status as a nonprofit organization. The certification form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.
- g. **Findings of Discrimination:** In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against PFC, Inc. as a recipient or subrecipient of federal financial assistance, PFC, Inc. will forward a copy of the finding to FDLE and OCR.

2. The Agreement and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Agreement or in any instrument, document or consideration executed or delivered pursuant to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Agreement, as amended by this Amendment.

3. This Amendment of Agreement will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement individually or by signature of their duly authorized representative as of the day and year first above written.

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

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: [Signature]

Title: ACT

Date: 6/29/11

PATHWAYS FOR CHANGE, INC., a Florida not for profit corporation

[Signature]
Michael Carro, President

ATTEST:

[Signature]
Patricia Sutherland
Corporate Secretary

(Corporate Seal)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1020

County Attorney's Report Item #: 14. 1.

BCC Regular Meeting

Action

Meeting Date: 07/07/2011

Issue: Town of Repton, Alabama, et al. v. Conecuh County, et al. (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, Conecuh County Commission and Conecuh Woods, LLC

That the Board ratify and approve retaining Hand Arendall, LLC as local counsel for Escambia County, Florida in the litigation now pending under Case No. 21-CV-2011-900033.00 styled *Town of Repton, Alabama and Terri Carter, Mayor of Repton v. Conecuh County, Conecuh County Commission and Conecuh Woods, LLC*.

BACKGROUND:

This Board adopted a resolution on June 17, 2011 authorizing this office to proceed with filing a motion for intervention in the above litigation and that Escambia County would align itself with Plaintiffs, Town of Repton and Terri Carter, individually and as Mayor of Repton. In order to have the Deputy County Attorney appear on behalf of the County, local counsel is required by the Alabama Rules of Procedure. Attached to this recommendation is a copy of the proposal from Hand Arendall which the Deputy County Attorney has accepted contingent upon approval by the Board of County Commissioners to retain this law firm at the rate of \$175.00 per hour for members (partners), \$150.00 per hour for associates and \$75.00 per hour for paralegals. As stated in the letter from Mr. Johnston, he and Mr. Alves would be involved when extraordinary matters arise and all routine matters would be handled by their associate, Wesley Hunter. In addition, the paralegal for Hand Arendall, LLC would assist with the filing of pleadings through the electronic filing system required by the courts of Alabama. Furthermore, the County would be responsible for payment of those expenses set forth in the proposal except for long distance phone calls and routine postage. The Hand Arendall firm and, in particular, Mr. Johnston and Mr. Alves, has an excellent reputation in Alabama and come highly recommended.

BUDGETARY IMPACT:

A general reserve for attorneys fees and costs will be coordinated with the Risk Management Division.

LEGAL CONSIDERATIONS/SIGN-OFF:

Office of the County Attorney

PERSONNEL:

Office of the County Attorney

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Town of Repton, Alabama and other local government entities to the extent they are allowed to intervene in the litigation.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1022

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

BCC Regular Meeting

Action

Meeting Date: 07/07/2011

Issue: Robin Hall Settlement Claim

From: Kristin D. Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Robin Hall Settlement Claim

That the Board approve settlement of the claim brought by Robin Hall in the sum of \$28,000.00 in exchange for the execution of a General Release and a Stipulation for Dismissal with Prejudice resulting in the Circuit Court entering an Order dismissing all claims with prejudice.

BACKGROUND:

The Plaintiff's claim for damages arises out of the demolition of certain improvements on real property located at 8731 Doris Street in Escambia County, Florida. Ms. Hall was the record owner of the property in January of 2008, when Escambia County Code Enforcement demolished a 1,380 square foot residential structure on the property without first providing sufficient procedural due process to the property owner.

As such, the County has not disputed liability in this case. The only remaining matter at issue is a determination of Plaintiff's alleged damages.

Under the applicable case law, Plaintiff may be entitled to recover an amount equal to the fair market value of the residence immediately before the demolition. See Reshard v. McQueen, 562 So. 2d 811 (Fla. 1st DCA 1990). An independent appraisal of the property dated August 30, 2007, estimated the fair market value of the residence, exclusive of the land value, at \$28,000.00. The apparent accuracy of the aforementioned appraisal report was verified by the County's real estate appraisal consultant, Joel Asmar.

During a Court ordered mediation conference, Plaintiff tendered a demand for the estimated replacement value of the residence in the amount of \$82,500.00. After considerable negotiations, Plaintiff agreed to accept an offer of \$28,000.00 representing the estimated fair market value of the residence at the time of demolition in full and final settlement of her claim.

In the event the Board declines settlement, this case will proceed to trial in the Circuit Court for Escambia County, Florida, with the Honorable Judge Nobles.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The General Release, to be executed by the Plaintiff, along with a Stipulation for Dismissal will be prepared by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Settlement of claims in excess of \$10,000 requires Board approval.

IMPLEMENTATION/COORDINATION:

N/A
