

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 21, 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 – Reverend Ernest Hickerson, Pastor, Trinity Missionary Baptist Church.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action concerning the adoption/ratification of the following three Proclamations:

A. Adopt the Proclamation proclaiming July 30, 2011, as "Win Big with the ADA Day" in Escambia County;

B. Adopt the Proclamation proclaiming July 22, 2011, as "Zelica Grotto Day" in Escambia; and

C. Ratify the Proclamation dated July 13, 2011, extending congratulations to the Hadji Shrine Temple for 44 years of service to the families of Escambia, Santa Rosa, Okaloosa and Walton Counties.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following three Proclamations:

A. The Proclamation commending and congratulating Dennis K. Moxley, Program Manager, Traffic & Transportation Department, on his retirement after 32 years of service;

B. The Proclamation commending and congratulating Anita M. Thompson, Office Support Assistant, Corrections Department, on her retirement after 21 years of service; and

C. The Proclamation commending and congratulating Henry Wilson, Jr., Equipment Operator III, Public Works Department, on his retirement after 14 years of service.

8. Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Diann Askew, Public Works Department, Facilities Branch, for her dedication in 35 years of service to Escambia County.

9. Written Communication - September 20, 2010, communication from William H. and Cereza D. Geiger requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 7245 Bruner Street.

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

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

11. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending the Noise Ordinance, Chapter 42, Article III, Section 42-67, of the Escambia County Code of Ordinances.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt an Ordinance amending the Noise Ordinance, Chapter 42, Article III, Section 42-67, of the Escambia County Code of Ordinances.

12. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance establishing an EDATE for The Lewis Bear Company.

Recommendation: That the Board reschedule for August 4, 2011, the 5:32 p.m. Public Hearing, to adopt 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, to allow staff sufficient time to meet the requirements for advertising.

13. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the July 14, 2011, C/W Workshop, recommends that the Board take the following action:

A. Take the following action concerning The Pensacola Civic Center (C/W Item 5):

(1) Approve the following five final recommendations from the Civic Center Advisory Committee:

(a) Whereas the Pensacola Ice Flyers have been in violation of Section 17a of their contract for two years, which requires a minimum number of season tickets to be sold, without the required automatic termination being enforced, and because the County has realized a loss of approximately \$200,000 annually directly attributable to hockey, take the following action:

1) Approve renegotiating a one-year lease with the Pensacola Ice Flyers, subject to the presence of Tim Kerr at negotiations, to include the following provisions:

a) A guarantee that the Civic Center will have no direct operating loss as a result of ice hockey; the loss will be determined by Escambia County;

b) The Ice Flyers are to provide a surety bond or other financial assurance to cover any potential direct losses incurred by the County; and

c) Additional flexibility on dates for both games and practices to maximize use of the facility; and

2) Approve terminating the current contract, with no future contract, if a satisfactory contract is not in place by September 1, 2011;

(b) Whereas the operating shortfalls are above the industry norms and the contract does not provide incentives to manage the bottom line, take the following action:

1) Approve requesting an immediate mutual renegotiation of the current management contract for the purpose of having a new contract finalized and adopted by the Board by December 31, 2011;

2) Approve directing staff to issue a Request for Proposals (RFP) for management services and directing the County Administrator to issue a notice of termination to the current management company by March 31, 2012, with an effective termination date of September 30, 2012, if a successful contract cannot be adopted by December 31, 2011; and

3) Approve including an incentive portion of the new management contract that rewards or penalizes the management firm based on bottom line performance rather than on gross revenues;

(c) Whereas the Advisory Committee believes that there is a need to minimize loss of revenue and maintain consistency in leasing the facility, approve establishing a fee structure for both profit and non-profit entities, and, once established, approve adopting an Ordinance that requires a super-majority vote of the Board of County Commissioners to waive or modify any portion of the fee;

(d) Whereas the Advisory Committee believes there has not been consistent oversight for the Pensacola Civic Center, take the following action:

1) Approve establishing a single point of contact on County staff responsible for overall contract management and financial reporting; and

2) Approve establishing an ongoing advisory committee for general oversight and recommendations for capital improvements; and

(e) Whereas the Advisory Committee believes long-term planning is in the Civic Center's best interests, take the following action:

1) Approve entering into discussions with the City of Pensacola regarding a joint management contract for downtown Pensacola's three venues; The Pensacola Civic Center, the Saenger Theater, and the Randall K. and Martha A. Hunter Amphitheatre at the Maritime Park; and

2) Approve working with the City to develop a master plan for the long-term redevelopment of the downtown urban core in relationship to the Pensacola Civic Center;

(2) Approve consideration of selling the naming rights for the Civic Center; and

(3) Approve maintaining the Civic Center Advisory Committee;

B. Take the following action concerning Fiscal Year 2011-2012 Budget - Outside Agency Funding/Fourth Cent Funding (C/W Item 7):

(1) Approve General Fund allocations to Outside Agencies at the Fiscal Year 2010-2011 levels;

(2) Approve requesting that the Tourist Development Council (TDC) review the \$250,000 request for funding from Three Cents Tourist Development Tax (TDT) for minority functions (Minority Marketing Plan) and provide a recommendation to the Board;

(3) Approve the proposed allocations from Fourth Cent TDT funds, to include \$75,000 for Sertoma 4th of July, with the following revisions:

(a) Reduce, by \$15,750, the \$165,750 proposed funding for Arts, Culture & Entertainment (ACE) and restoring the \$15,750 request by the Pensacola Museum of Art; and

(b) Approve that \$150,000 of the \$250,000 requested by ACE will be paid upfront and that the \$100,000 balance will be disbursed as TDT funds are received; and

C. Take the following action concerning Wetland Mitigation Needs Associated with Forthcoming Road Improvement Projects, with the understanding that, contingent upon availability of funding, Parcel B and any other properties that can be transferred to the State and eliminate the County's maintenance responsibility will be prioritized (C/W Item 8):

(1) Direct staff to develop a ROMA (Regional Off-Site Mitigation Area) for Jones Swamp, as a pilot project; and

(2) Direct staff to define costs/revenue to acquire sufficient environmentally sensitive lands to develop a ROMA for comparison against paying approximately \$6.3 million to the Northwest Florida Water Management District (for land acquisition, restoration activities, and long-term maintenance costs).

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 Agenda

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

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

A. Payroll Expenditures for Pay Date July 8, 2011, in the amount of \$2,092,501.76;

B. The following two Disbursement of Funds:

(1) June 30, 2011, to July 6, 2011, in the amount of \$8,369,251.13; and

(2) July 7, 2011, to July 13, 2011, in the amount of \$4,563,264.84;

C. The Tourist Development Tax Collections Data for May 2011 returns received in the month of June 2011; notable statistics include:

> Returns for the month of May 2011 indicate an increase in collections over the month of May 2010 by 22.23%

> 75% into Fiscal Year 2010-2011, \$3,701,819, or 71.53% of the budgeted revenue, has been collected

> Year-to-date collections indicate a steady trend of 17% increase over the same nine-month time period in Fiscal Year 2009-2010

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

D. The Investment Report for month ended June 30, 2011.

(Backup to be distributed under separate cover)

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

That the Board accept, for filing with the Board's Minutes, two certified proofs of publication for advertisements published in The Escambia Sun-Press, LLC , on July 7, 2011, for unclaimed monies held by the Office of the Clerk of the Circuit Court and Comptroller for cash bonds and overpayments, as provided to the Clerk to the Board's Office on July 12, 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 Joint Meeting of the Board of County Commissioners and the Pensacola City Council held June 30, 2011;

B. Approve the Minutes of the Regular Board Meeting held July 7, 2011;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 7, 2011; and

D. Approve the Minutes of the Special Joint Meeting of the Board of County Commissioners and the District School Board held July 11, 2011.

GROWTH MANAGEMENT REPORT

I. Consent Agenda

1. Recommendation Concerning the Scheduling of a Public Hearing

That the Board authorize the scheduling of the following Public Hearing:

Thursday, August 4, 2011

5:48 p.m. - Public Hearing- Comprehensive Plan Text Amendment - Chapter 7,
"Future Land Use Element"

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Residential Rehab Grant Program 16 Cancellation of Liens - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following July 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program:

A. Approving the following 16 Residential Rehab Grant Program Cancellations of Liens, since the Grant recipients have met their Grant requirements:

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Jo Ann Welch	548 South 1st Street	\$900
Mary E. Meadows	402 West Sunset Avenue	\$3,296
Jean McPhee	415 Gibbs Road	\$2,900
Michael E. Dancer	302 Bryant Road	\$3,711
Wanda D. Brown	416 South 1st Street	\$5,685
Emory Bailes and Deborah Bailes	12 Lincoln Road	\$3,150
Michael C. Smith and Gwendolyn F. Smith	1228 West Bobe Street	\$1,991
John Michael	500 N. Wentworth Street	\$4,837
James Berry	1403 North "U" Street	\$1,640
James Rogers and Jennie Rogers	605 Rue Max Street	\$2,888
Lewis J. Rice	209 Ruberia Avenue	\$1,075
Mikal E. Kissick	202 Mandalay Drive	\$828
Edward P. Germann	210 Ruberia Avenue	\$1,700
Crystal J. Bryars	206 Lakewood Road	\$6,000
Myrtle Barnes	1202 Wisteria Avenue	\$1,701
Paul R. Barfield and Doreen H. Barfield	505 Lakewood Road	\$1,893; and

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

2. Recommendation Concerning CRA Meeting Minutes June 16, 2011 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the June 16, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

3. Recommendation Concerning Enterprise Zone Development Agency Board Appointments - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following July 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Enterprise Zone Development Agency (EZDA) Board:

A. Reappointing Larry Strain, Executive Director and Instructor of Management and MIS, University of West Florida Small Business Development Center, to serve a four-year term as an At-Large Representative, effective immediately until July 2015;

B. Reappointing Teresa Frye, Mortgage Loan Officer of Heritage Oaks Team "B", Navy Federal Credit Union, to serve a four-year term as a local Financial Entity representative, effective immediately until July 2015; and

C. Appointing Ruth McKinon, Coordinator of Training for Workforce & Economic Development, Pensacola State College Center, to serve a four-year term as an At-Large Representative, effective immediately until July 2015.

4. Recommendation Concerning Enterprise Zone Development Agency Second Quarter Report - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the July 21, 2011, Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) Second Quarter Report.

5. Recommendation Concerning Appointment of Escambia County 911 Coordinator - Michael D. Weaver, Public Safety Department Director

That the Board authorize the Chairman to execute the letter to the State 911 Coordinator appointing Michael T. Moring, Communications Division Manager, as the Escambia County 911 coordinator.

6. Recommendation Concerning the Requests for Disposition of Property for the Information Technology Department - David Musselwhite, Information Technology Department Director

That the Board approve the three Requests for Disposition of Property Forms for the Information Technology Department for 16 items of equipment, all of which is described and listed on the Request Forms, with reasons for disposition stated on each. The items are to be auctioned as surplus or properly disposed of.

7. Recommendation Concerning the First Amendment to Communication Antenna Mounting Space Lease between the City of Gulf Breeze and Escambia County – Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the First Amendment to Communication Antenna Mounting Space Lease between City of Gulf Breeze and Escambia County, amending the Lease initially approved by the Board in its meeting held May 19, 2011:

A. Approve the First Amendment to Communication Antenna Mounting Space Lease between City of Gulf Breeze and Escambia County to allow installation of one additional antenna for the benefit of the Santa Rosa Island Authority, as part of the P25 Project; and

B. Authorize the Chairman to execute the document.

8. Recommendation Concerning Letter of Agreement Between Escambia County and Gulf Coast Crimestoppers, Inc. - Amy Lovoy, Management & Budget Services Department Director

That the Board approve the Letter of Agreement (LOA) between the Esambia County Board of County Commissioners and Gulf Coast Crimestoppers, Inc. This LOA will allow this organization to request and receive Grants from the State's Crime Stoppers Trust fund.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #246, Emergency Communication System Upgrade - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the emergency communication system upgrade:

A. Adopt the Resolution approving Supplemental Budget Amendment #246, Local Option Sales Tax III (352) in the amount of \$83,463, to recognize funds from the Santa Rosa Island Authority (SRIA), and to appropriate these funds for SRIA's portion of the emergency communication system upgrade; and

B. Approve increasing the total project budget for the emergency communication system upgrade from \$12,500,000 to \$12,708,714, to include the SRIA's portion of the system. SRIA will pay for \$83,463 of this increase, and the remaining \$125,251 will be paid by the County from Local Option Sales Tax.

2. Recommendation Concerning Budget Amendment #247 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #247, Public Safety Department, Other Grants and Projects Fund (110) in the amount of \$2,490, to cover final personnel costs associated with the Emergency Management Performance (EMP) Federal Grant through the end of the State's Fiscal Year that ends June 30, 2011.

3. Recommendation Concerning Supplemental Budget Amendment #249 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #249, Other Grants and Projects Fund (110) and the General Fund (001) in the amount of \$115,019, to recognize proceeds from an Agreement between Workforce Escarosa, Inc., and the Escambia County Board of County Commissioners, and to appropriate these funds for the Non-Custodial Parent Placement Program (NCPMP).

4. Recommendation Concerning Supplemental Budget Amendment #251 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #251, Other Grants and Projects Fund (110) in the amount of \$240,663, to recognize proceeds from a State of Florida E911 Board State Grant Program award, and to appropriate these funds for the purpose of upgrading the E911 System Nortel PBX communication hardware and software components at County Public Safety Answering Points (PSAP).

5. Recommendation Concerning an Amendment to the Payment in Lieu of Taxes Agreement with Sacred Heart Health System - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the First Amendment to Agreement for Payment in Lieu of Taxes by and Among Escambia County Board of County Commissioners and Sacred Heart Health System, Inc. This amendment changes the schedule of payments with the final payment being made by December 31, 2011, rather than June 30, 2011.

6. Recommendation Concerning Surplus and Sale of Real Property Located in the 1st Block of East Jordan Street - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located in the 1st Block of East Jordan Street:

A. Declare surplus the Board's real property, Account Number 13-2091-000, Reference Number 00-0S-00-9010-018-118;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$95, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

C. Authorize the Chairman to sign all documents related to the sale.

7. Recommendation Concerning the Certification of the Millage Rate for Fiscal Year 2011/2012 and other Budgetary Action Items - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the certification of millage rates and the scheduling of Public Hearings for the Fiscal Year 2011/2012 Budget:

A. Certify the millage rates for fiscal year 2011/2012 as follows:

County-wide Operating – 6.9755

Law Enforcement MSTU (Municipal Services Taxing Unit) - .685

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public. The millage rates must be certified by August 4, 2011. The millage rates are the same levels as those used for funding purposes in Fiscal Year 2010/2011;

B. Certify the proposed millage rates at 3.47% below the aggregate rolled-back rate;

C. Reaffirm the Board's intent to maintain the allocation of revenues at the 50% increment in the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2011/2012;

D. Approve the scheduling of a Public Hearing on the Fiscal Year 2011/2012 Budget for September 13, 2011, at 5:01 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Escambia County Governmental Complex, 221 Palafox Place, Pensacola, Florida;

E. Approve the scheduling of a Public Hearing to adopt the Fiscal Year 2011/2012 non-ad valorem Special Assessment Roll at 5:02 p.m., on September 13, 2011, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Escambia County Governmental Complex, 221 Palafox Place, Pensacola Florida;

F. Eliminate the hiring freeze for all vacant, budgeted positions to allow the County Administrator or his designee to recruit and fill these positions as necessary; and

G. Authorize the County Administrator or his designee to address pay disparities and reclassifications according to revised Human Resources policies with an effective date of October 1, 2011, as long as the maximum financial impact does not exceed \$220,000 across all funds.

8. Recommendation Concerning Conveyance of Real Property Located at 811 Grandview Street to Pensacola Habitat for Humanity, Inc., - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

- A. Declare surplus the Board's real property located at 811 Grandview Street, Account Number 06-4000-000, Reference Number 33-2S-30-3300-060-265;
- B. Adopt the Resolution authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;
- C. Approve the sale price of \$6,430.61 for the 811 Grandview Street property;
- D. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
- E. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and
- F. Authorize the Chairman to execute the Resolution and all documents related to the sale.

9. Recommendation Concerning the Surplus and Sale of Real Property Located at West St. Joseph Street, - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at West St. Joseph Street:

- A. Declare surplus the Board's real property, Account Number 06-2246-000, Reference Number 17-2S-30-1600-126-126;
- B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$95, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
- C. Authorize the Chairman to sign all documents related to the sale.

10. Recommendation Concerning Acquisition of Properties Located in the 1200 Block and 1600 Block of West Scott Street, - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the acquisition of real properties for Public Work's West Scott Street Sidewalk Project [Project Number 11EN1263]:

A. Authorize the purchase of real property located in the 1200 Block of West Scott Street, Account Number 06-2325-000, Reference Number 17-2S-30-5008-000-001, and in the 1600 Block of West Scott Street, Account Number 06-1941-000, Reference Number 17-2S-30-1500-006-004; and

B. Approve the Tax Deed purchase price of \$924.35 for the 1200 West Scott Street Block and \$860.06 for the 1600 West Scott Street Block properties, for a total of \$1,784.41.

11. Recommendation for Modification of Contract Dated June 2, 2011, Award of PD 10-11.020, Navy Boulevard Gateway Design Guidelines & Corridor Management to Make Technical Modifications Regarding Indemnification Language - Amy Lovoy, Management and Budget Services, Department Director

That the Board ratify the Attorney Standard Form of Contract (Form H, Consulting Services, Study Only) with revisions approved by Kristin D. Hual, Assistant County Attorney, per the action of June 2, 2011, for the previously-awarded Lump Sum Contract with allowances to Vanasse Hangen Brustlin, Inc., d/b/a VHB Miller Sellen, per PD 10-11.020, Navy Boulevard Gateway Design Guidelines & Corridor Management, for a lump sum of \$225,000, and allowances of \$25,000, for a total of \$250,000.

[Funding: Fund 151, Warrington TIF, Cost Center 220516, Object Code 53101]

12. Recommendation Concerning Change Order #1 to Purchase Order 110418 to Temporary Personnel Solutions, Inc., for the Animal Shelter - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, to purchase long-term contract personnel services at the Animal Shelter for the remainder of the Fiscal Year:

Department:	Community Affairs
Division:	Animal Services
Type:	Addition
Amount:	\$30,000.00
Vendor:	Temporary Personnel Solutions
Project Name:	N/A
Contract:	PD 09-10.008
PO#:	110418
Original Award Amount:	\$68,000.00
Cumulative Amount of Change Orders through CO #1:	\$30,000.00
New P.O. Amount:	\$98,000.00

[Funding: Fund 001, General Fund, Cost Center 220204, Animal Services Administration, Object Code 53401 - \$30,000]

13. Recommendation Concerning Contract with Workforce Escarosa, Inc. for the Non-Custodial Parent Placement Program, WIA 2011-2012-04 - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the Non-Custodial Parent Placement Program (NCPMP) Grant Contract:

A. Approve the Contract between Workforce Escarosa, Inc., and the County for NCPMP, WIA 2011-2012-04, for the period of July 1, 2011, through June 30, 2012, in the amount of \$112,280; and

B. Authorize the Chairman to sign the Contract and any subsequent related documents, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 110, Other Grants and Projects - no local match required]

14. Recommendation Concerning Changer Order to Cutler Repaving, Inc., for Hot-In-Place Asphalt Project (Bid No. 2009-010) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Infrastructure Branch/Engineering
Type:	Addition
Amount:	\$18,934.38
Vendor:	Cutler Repaving, Inc.
Project Name:	Resurfacing (Hot-In-Place)
Contract:	City of Margate Bid No. 2009-010
PO No.:	111187
CO No.:	3
Original Award Amount:	\$303,655.00
Cumulative Amount of Change Orders through this CO:	\$ 65,760.93
New Contract Total:	\$369,415.93

Meeting in regular session on April 21, 2011, the Board approved the County to piggyback off the Agreement between the City of Margate and Cutler Repaving, Inc., for Hot-in-Place Asphalt Project, Bid No. 2009-010, for an amount not to exceed \$303,655. The project entails repaving portions of Leonard Street, Klondike Road, Eight Mile Creek Road, Beulah Road, Cross Street and Bridlewood Road. In accordance with the Escambia County Code of Ordinances, Chapter 46-44, Applications and Exemptions, and Section 46-64, Board approval is required to award a Contract.

Change Order Number 1, effective April 25, 2011, added "E" Street from Texar Drive to Cervantes Street to the list of roads being repaved under this Contract. Change Order Number 2, also effective April 25, 2011, was an Additive/Deductive Change Order to correct Change Order Number 1. Change Order Number 3 is necessary to cover cost overruns in paving "E" Street from Texar Drive to Cervantes Street.

[Funding Source: Fund 352, "Local Option Sales Tax III", Cost Center 210107, Object Code 56301, Project No. 08EN0208, "Resurfacing"]

15. Recommendation Concerning a Request for Reinstatement and Transfer of County Property - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Request for Reinstatement and transfer of County Property:

A. Approve the Request for Reinstatement of County Property Form for a mobile filing system; and

B. Approve the transfer of the same property to the Escambia County Sheriff's Office.

Meeting in regular session on April 21, 2011, the Board approved a Request for Property Disposition Form that included a built-in mobile filing system, located inside the building at 1190 West Leonard Street.

The Escambia County Sheriff's Office is now in possession of the building located at 1190 West Leonard Street. In order to accede to the request by the Sheriff's Office to make use of this filing system, it is necessary that the BCC first reinstate the property, then formally transfer same to the Escambia County Sheriff's Office.

16. Recommendation Concerning Approval of the Final Settlement to Fairfield Drive Properties, LLC - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve a payment to Fairfield Drive Properties, LLC, in the amount of \$20,556.40, for the final settlement of the 2008 Agreement regarding the property improvements in connection with the construction of the Escambia County One Stop Center, located at 3363 West Park Place.

[Funding Source: Fund 351, Local Option Sales Tax II, Cost Center 110261, Object Code 56201, Project# 05AD0029]

17. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 1125 Medford Drive - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following July 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 1125 Medford Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Juanita Williams, owner of residential property located at 1125 Medford Drive, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$375, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for the replacement of the roof; and

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

18. Recommendation Concerning Approval of Neighborhood Stabilization Program 3 Subrecipient Agreement with Area Housing Commission (AHC) - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Neighborhood Stabilization Program 3 (NSP3) Subrecipient Agreement with the Area Housing Commission (AHC):

A. Approve a Subrecipient Agreement with the AHC, committing \$380,000 in NSP3 funds to finance the complete rehabilitation of five existing vacant, blighted duplexes (10 units) owned by AHC, including affiliated common and parking areas, in order to preserve the buildings for long term use in meeting affordable rental housing needs; and

B. Authorize the Chairman to execute the Subrecipient Agreement and all related documents required to implement the Agreement and to fully complete all provisions thereof.

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

19. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 2324 West Avery Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following July 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 2324 West Avery Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Debra Russell, owner of residential property located at 2324 West Avery Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$4,400, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for the replacement of the roof; and

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

20. Recommendation Concerning the Solid Waste Management Department Modification of Rates and Services - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Solid Waste Management Department Modification of Rates and Services:

A. Adopt the Rate Resolution revising the Schedule of Rates and Fees for Escambia County's Municipal Solid Waste Disposal Facilities, effective October 1, 2011 (this supersedes Resolutions R2007-190 and R2009-212);

B. Authorize the Chairman to sign the Resolution;

C. Discontinue the Escambia County, Florida, and the City of Pensacola Interlocal Agreement relating to the delivery and processing of recyclable materials; and

D. Authorize staff to generate the solicitation for recycling services.

[Funding: Revenue realized will be deposited in Fund 401, Solid Waste Fund, Operational Revenue Accounts 343404, 343405, 343406, 343407, and 343417]

21. Recommendation Concerning Escambia County Video Visitation and Sheriff's Training Facility - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to A. E. New, Jr., Inc., for the Escambia County Video Visitation and Sheriff's Training Facility, PD 10-11.054, in the amount of \$3,919,200, which includes the base bid and additive alternates 1,2,3,5 and 6.

[Funding: Fund 352, Lost III, Cost Center 540115, Sheriff's Capital Projects, Object Code 56201, Project# 10SH0663]

22. Recommendation Concerning Federal Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant Program-JAG Countywide-State Solicitation - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Federal Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-JAG Countywide-State Solicitation for the following projects:

A. Approve the following Subgrant Applications to be submitted for funding under the Federal Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant Program-JAG Countywide-State Solicitation, administered by the Florida Department of Law Enforcement:

1. ESCAMBIA COUNTY DRUG COURT TREATMENT PROGRAM - The Court Administrator's Office is seeking funding for treatment services for 17 drug offenders. The amount of the Grant request is;\$78,844;

2. PENSACOLA STATE COLLEGE POLICE DEPARTMENT - Pensacola State College Police Department is seeking to enhance officer and public safety by purchasing video surveillance cameras for the Pensacola campus. The increased use of monitored video surveillance cameras;will;improve officer and public safety, by allowing more efficient use of police resources, faster response to incidences, and improved monitoring of Occupational Health and Safety issues. The amount of the Grant request is \$18,000; and

B. Authorize the Chairman, as the County's representative, to sign the Subgrant Applications, acceptance documents, amendments, and request for payment or other related documents as may be required.

23. Recommendation Concerning the Purchase of Network Equipment and Voice Over IP Telephone System - David Musselwhite, Information Technology Department Director

That the Board authorize the purchase of Cisco networking equipment including a voice over IP telephone system and services, in the amount of \$797,054, from Wavenet Technologies, a TIG Company, by piggybacking off the State of Florida Contract #250-000-09-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board Approval. The Information Technology Department has worked with the County Administrator, the Tax Collector's Office, the Supervisor of Elections Office and coordinated with the Sheriff's Office to architect a uniform voice-over-IP telephone system. In addition, this purchase will allow the upgrade of the County's core network equipment at the Public Safety Building.

[Funding: Fund 001, General Fund, Cost Center 140101]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Scheduling a Public Hearing to Amend or Repeal various provisions of the Escambia County Code of Ordinances Concerning Firearms Preemption

That the Board authorize the scheduling of a public hearing on August 4, 2011 at 5:31 p.m. for consideration of an ordinance amending or repealing various provisions of the Escambia County Code of Ordinances to ensure compliance with Section 790.33, Florida Statutes, as amended by House Bill 45 (2011).

2. Recommendation Concerning Quitclaim Deed to Shauna A. Paedae

That the Board authorize the Chairman to execute a quitclaim deed to Shauna A. Paedae for property corresponding to Parcel Identification # 20-1N-30-4104-000-000.

II. For Discussion

1. 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:

A. Authorize the Office of the County Attorney to represent the Town of Century in the case *Town of Repton, Alabama and Terri Carter, Mayor of Repton v. Conecuh County, Conecuh County Commission, and Conecuh Woods, LLC* (Case No. 21-CV-2011-900033.00); and

B. Determine whether Town of Century must share in the costs of litigation or if County will bear the Town's attorneys fees and costs should the Board authorize this Office to represent the Town.

III. For Information

1. That the Board recognize the attached Opinion filed on July 6, 2011, in the First District Court of Appeal, denying Petitioner, Margaret Medina's Petition for Writ of Certiorari.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1101

Proclamations Item #: 6.

BCC Regular Meeting

Meeting Date: 07/21/2011

Issue: Adoption/Ratification of Proclamations

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action concerning the adoption/ratification of the following three Proclamations:

- A. Adopt the Proclamation proclaiming July 30, 2011, as "Win Big with the ADA Day" in Escambia County;
- B. Adopt the Proclamation proclaiming July 22, 2011, as "Zelica Grotto Day" in Escambia; and
- C. Ratify the Proclamation dated July 13, 2011, extending congratulations to the Hadji Shrine Temple for 44 years of service to the families of Escambia, Santa Rosa, Okaloosa and Walton Counties.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, the Americans with Disabilities Act (ADA) was passed 21 years ago on July 26, 1990, to ensure the civil rights of citizens with disabilities; and

WHEREAS, Escambia County, Florida, affirms the principles of equality and inclusion for persons with disabilities, as set forth in the State of Florida's Constitution, Article I, Section II, and as is embodied in the ADA, the laws of the State of Florida and the Ordinances of Escambia County; and

WHEREAS, numerous organizations in Escambia County and Northwest Florida work with constituents and communities to bring forth the promise of hope and freedom that is envisioned by the passage of the ADA; and

WHEREAS, July 30, 2011, "**Win Big with the ADA**" will celebrate the passage and accomplishments of this historic civil rights act, at 9:00 a.m., at the University of West Florida, Building 22, in Pensacola, Florida.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim Saturday July 30, 2011, as

"Win Big with the ADA Day"

in Escambia County and extends greetings and best wishes to all observing the "**Win Big with the ADA**" Celebration on Saturday, July 30, 2011.

**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 21, 2011

PROCLAMATION

WHEREAS, *United Cerebral Palsy of Northwest Florida and its affiliates: Capstone Academy Pensacola and Milton; Children's Services Center of Northwest Florida and Deaf and Hard of Hearing Services, provide education and therapeutic and supportive programs and services in our local community, including assistive technology training, early intervention programs, early education, individual and family support, socialization programs, community living, employment assistance, career development, and advocacy and community awareness; and*

WHEREAS, *United Cerebral Palsy of Northwest Florida has been providing services to infants, children, youth and adults of all abilities in our local community since 1953, and the Zelica Grotto has been providing support to United Cerebral Palsy clients since that time; and*

WHEREAS, *the Zelica Grotto is a vital part of our community, is committed to helping all of its citizens enjoy the benefits of our community, and has continually worked to support United Cerebral Palsy of Northwest Florida with dedication and compassion; and*

WHEREAS, *Zelica Grotto members have worked diligently to sustain the Grotto's commitment to people with developmental disabilities and especially to those served by United Cerebral Palsy of Northwest Florida for 58 years; and*

WHEREAS, *Zelica Grotto has contributed to the quality of life of those served by United Cerebral Palsy of Northwest Florida, by providing specialized equipment, social activities such as dances, cook-outs, outdoor activities, and financial resources; and*

WHEREAS, *Escambia County wishes to recognize the many individuals in Zelica Grotto, who contribute their time, service, and resources with extraordinary kindness, compassion, and insight.*

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, hereby proclaims, Tuesday, July 22, 2011, as

"ZELICA GROTTO DAY"

in Escambia County and joins United Cerebral Palsy of Northwest Florida in recognizing and offering sincere appreciation to the many individuals of Zelica Grotto who contribute their time and services to the community.

**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 21, 2011

PROCLAMATION

WHEREAS, on June 5, 1945, a Shrine Club was formed in Pensacola under the jurisdiction of Morocco Shriners in Jacksonville; and

WHEREAS, 22 years later Hadji Shrine Temple was raised on a 34 acre campus on West Nine Mile Road; and

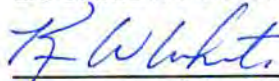
WHEREAS, for 66 years, Shriners have served the families of this area, providing medical care for children at no financial responsibility or personal out-of-pocket expense; have entertained thousands with their colorful parades; and have stood on street corners and collected donations to provide transportation for children to and from Shriners' Hospitals; and

WHEREAS, the Hadji Shrine Temple is celebrating its 44th birthday of the raising of the Center on July 15, 2011; and

WHEREAS, the Imperial Potentate, who leads an organization of 193 Shrine Temples and 22 Shriners' Hospitals for Children in the United States, Canada, and Mexico, will make his official visit to the birthday celebration on July 15, 2011.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends its congratulations to the Hadji Shrine Temple for 44 years of service to the families of Escambia, Santa Rosa, Okaloosa, and Walton Counties.

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



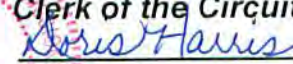
Kevin W. White, Chairman
District Five

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

Dated: July 13, 2011





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1078

Proclamations Item #: 7.

BCC Regular Meeting

Meeting Date: 07/21/2011

Issue: Adoption of Retirement Proclamations

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board adopt the following three Proclamations:

A. The Proclamation commending and congratulating Dennis K. Moxley, Program Manager, Traffic & Transportation Department, on his retirement after 32 years of service;

B. The Proclamation commending and congratulating Anita M. Thompson, Office Support Assistant, Corrections Department, on her retirement after 21 years of service; and

C. The Proclamation commending and congratulating Henry Wilson, Jr., Equipment Operator III, Public Works Department, on his retirement after 14 years of service.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

072111 Retirement Proclamations

PROCLAMATION

WHEREAS, Dennis K. Moxley worked as a County employee very faithfully for 32 years, retiring as a Program Manager with the Traffic & Transportation Department.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Dennis K. Moxley for 32 years of faithful and dedicated service as a County employee.

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

Kevin W. White, Chairman, District Five

Wilson B. Robertson, Vice Chairman, District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

**ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: July 21, 2011

PROCLAMATION

WHEREAS, Anita M. Thompson worked as a County employee very faithfully for 21 years, retiring as an Office Support Assistant with the Corrections Department, Community Corrections Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Anita M. Thompson on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Anita M. Thompson for 21 years of faithful and dedicated service as a County employee.

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

Kevin W. White, Chairman, District Five

Wilson B. Robertson, Vice Chairman, District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

**ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: July 21, 2011

PROCLAMATION

WHEREAS, Henry Wilson, Jr. worked as a County employee very faithfully for 14 years, retiring as an Equipment Operator III with the Public Works Department, Roads Division.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Henry Wilson, Jr. for 14 years of faithful and dedicated service as a County employee.

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

Kevin W. White, Chairman, District Five

Wilson B. Robertson, Vice Chairman, District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

**ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: July 21, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1065

Proclamations Item #: 8.

BCC Regular Meeting

Meeting Date: 07/21/2011

Issue: Years of Service Award Recognition

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Diann Askew, Public Works Department, Facilities Branch, for her dedication in 35 years of service to Escambia County.

BACKGROUND:

N/A

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Corrections Bureau
FROM: Gordon Pike, Bureau Chief
DATE: June 27, 2011
ISSUE: Environmental (Code) Enforcement Lien Relief – 7245 Bruner Street
CAO: *Charles R. Oliver*

RECOMMENDATION:

That the Board review and consider lien relief request made by Mr. William H. and Cereza D. Geiger against property located at 7245 Bruner Street.

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.

Mr. William H. and Cereza D. Geiger has no other recourse, but to appeal before the Board under Written Communication.

BACKGROUND:

November 12, 2005, the Office of Environmental Enforcement received a complaint on 7245 Bruner Street for overgrowth, trash, debris and deteriorated structure.

Certified notice of violations were mailed to owner, Estate Everett Nelson on February 13, 2006 and returned unclaimed. Another certified notice of violation was mailed to Everett Nelson, Sr. C/O Linda Duke, 20611 Kicking Bear Ct., Mufreesboro, Tn. 37127 and was received and signed for by Trey Duke.

Owner failed to abate violations and case was prepared for Special Magistrate. Hearing was held on April 5, 2007 and owner was found to be in violation. Fines were assessed at \$100.00 per day

BCC: 07-21-2011
RE: Environmental Enforcement Lien Relief- 7245 Bruner Street
Date: June 27, 2011
Page 2 of 3

starting April 21, 2007 is violations are not abated. \$1,100.00 court cost was awarded to the county.

On October 26, 2007 Escambia County Environmental Enforcement abated the violations at a cost to the county of \$4,790.00. Certification of cost was recorded in Official Records Book 6322 Page 1236 against the property the property located at 7245 Bruner Street for the amount of \$24,690.00.

The fines of \$100.00 per day started 4/12/2007 and ended 10/26/2007 with a total of \$18,800.00. Court cost awarded was \$1,100.00 and abatement cost was \$4,790.00.

William H. And Cereza Geiger purchased the property through a Tax Deed sale on October 5, 2009.

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

BUGETARY IMPACT:

The itemized coasts shown in the code enforcement lien are:

A. Abatement Cost :	\$4,790.00
B. Administrative Cost:	\$1,100.00
C. Daily Fines:	<u>\$18,800.00</u>
TOTAL	\$24,690.00

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

BCC: 07-21-2011

RE: Environmental Enforcement Lien Relief- 7245 Bruner Street

Date: June 27, 2011

Page 3 of 3

COORDINATION WITH OTHER AGENCIES/PERSONS:

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



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: 7245 Bruner St
Property Owner: Estate of Everett Nelson
Original Complaint: Overgrowth, deteriorated structure, trash & debris
EE Case #: CE05110280

- 11/12/05 Complaint recorded
- 02/09/06 Escambia County Tax Collector's website listed the owner as the Estate of Everett Nelson, Sr.
- 02/13/06 Certified letter / Notice of Violation / sent to Everett Nelson Sr, Estate of, 7245 Bruner St, Pensacola, FL 32526
- 03/01/06 Certified letter / Notice of Violation / returned "Unclaimed"
- 08/07/06 Title search revealed the title vested in Everett Nelson and Eliza Nelson.
- 10/09/06 Escambia County Property Appraiser's website listed the owner as Estate of Everett Nelson, Sr C/O Linda Duke 20611 Kicking Bear CT, Mufreesboro, TN 37127
- 10/12/06 Certified letter / Revised Notice of Violation / sent to Everett Nelson, Sr, Estate of , C/O Linda Duke, 20611 Kicking Bear Ct, Mufreesboro, TN, 37127
- 10/21/06 Certified letter / Revised Notice of Violation / returned signed by Trey Duke
- 03/22/07 Certified letter / Special Magistrate hearing / sent to Estate of Everett Nelson, Sr, C/O Linda Duke, 20611 Kicking Bear Ct, Mufreesboro, Tn 37127
- 04/05/07 Special Magistrate hearing / \$100.00 per day commencing 4/21/07 if not complied by – Lien of \$1,100.00 awarded to Escambia County
- 04/09/07 Certified letter / Order / sent to Everett Nelson, Sr, Estate of C/O Linda Duke, 20611 Kicking Bear Ct, Mufreesboro, Tn, 37127
- 04/10/07 Order recorded in Official Records Book 6123 Page 263
- 04/11/07 Certified letter / Special Magistrate hearing / returned signed by Trey Duke
- 04/20/07 Certified letter / Order / returned signed by Trey Duke
- 08/06/07 Certified letter / Final Notice / sent to Estate of Everett Nelson, Sr, C/O Linda Duke, 20611 Kicking Bear Ct, Mufreesboro, TN 37127
- 08/13/07 Certified letter / Final Notice / returned "No such number – Unable to forward"
- 10/26/07 Property abated by County contractor at a cost of \$4,790.00
- 11/08/07 Certified letter / Certification of Cost / sent to Estate of Everett Nelson, Sr, C/O Linda Duke, 20611 Kicking Bear Ct, Mufreesboro, TN 37127
- 11/21/07 Certified letter / Certification of Cost / returned signed by Trey Duke
- 05/01/08 Certification of Cost Order signed by Special Magistrate

➤ 05/02/08 Certification of Cost Order recorded in Official Records Book
6322 Page 1236

Lien amount	\$ 1,100.00
Fines (4/21/07 – 10/26/07 @ \$100.00 per day)	\$18,800.00
County Abatement Fees	\$ 4,790.00
Less Tax Deed sale overage	<u>< 2,205.79 ></u>
TOTAL	\$22,484.21

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

Charlotte J. Rhodes

From: Maryline Avila [mavila@escambiaclerk.com]
Sent: Monday, January 24, 2011 8:16 AM
To: Charlotte J. Rhodes
Subject: RE: 7245 Bruner St

Yes the amount paid to Code Enforcement was \$2,205.79 Check#9000011281

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

From: Charlotte J. Rhodes [mailto:cjrhodes@co.escambia.fl.us]
Sent: Friday, January 21, 2011 2:54 PM
To: Maryline Avila
Subject: 7245 Bruner St

7245 Bruner Street was sold at tax deed sale on 10/5/09. Was any amount of money applied to the Code Enforcement Lien? The account # 101555000 Certificate # 04603.

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity.

Instead, contact this office by phone or in person.

22,484.21

Sandra F Slay

From: Charlotte J. Rhodes
Sent: Friday, January 07, 2011 9:26 AM
To: Sandra F Slay
Subject: FW: Request for Lien forgiveness

Stephen's response.

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

From: Stephen G. West
Sent: Friday, January 07, 2011 9:24 AM
To: Charlotte J. Rhodes
Cc: Brenda J. Spencer
Subject: RE: Request for Lien forgiveness

Charlotte:

The circumstances described in the attachments do not fall within any of the criteria that would allow the County Administrator to deny relief, so you should arrange for this to be submitted to the BCC.

That said, the letter does not present any compelling arguments and misrepresents several facts. Generally, the new owners assert that the various code enforcement notices were defective because they were sent to the previous owner/violator at an incorrect address/street number. However, the return receipts reflect that the notices were actually received. So an error in the street number would be irrelevant.

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

From: Charlotte J. Rhodes
Sent: Friday, January 07, 2011 8:36 AM
To: Stephen G. West
Cc: Brenda J. Spencer; Susan W. Hendrix; Sandra F Slay
Subject: Request for Lien forgiveness

See attached letter requesting lien forgiveness and bullets of the case.

William H. Geiger

From: William H. Geiger [whgeiger@cox.net]
Sent: Monday, September 20, 2010 2:52 PM
To: 'Sandra-Slay@co.escambia.fl.us'
Cc: 'RockwellAccounting@cox.net'
Subject: Build Code Violation Enforcement Lien

Re: Vacant Land, 7245 Bruner St.
Board of County Commissioners Letter, Dated 19-Aug-2010

Dear Ms. Slay,

We request an extension of time to complete our research necessary to respond to the lien enforcement action contemplated by the county.

At the moment we are completing an appeal that addresses the punitive fines contained in this lien for building violations for which we are not culpable.

The property offered at the tax deed sale was characterized as "vacant land", so we overlooked the magistrates order that quantified the punitive extent of building code violations, because such a lean was unexpected.

We further note that the estate of Everett Nelson may have never received the code violation and lien notices as the mailing address to which they were sent is not valid.

If this finding is true, then due process, regarding the fines and related abatement action, was not available to either party.

We are willing to pay the balance of the cost of abatement that the county has sustained, as this action most likely has enhanced the property's utility.

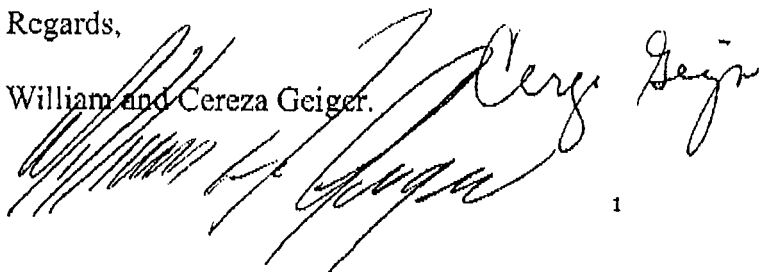
However, we feel that it is unjust and unfair for the county to impose punitive fines on the innocent, as apparently neither we nor the previous owners were made aware of the violations.

A more detailed response will be forthcoming by month end or sooner if you so dictate.

Thank you for your kind consideration and assistance in this matter,

Regards,

William and Cereza Geiger.



1

To: Ms. Sandra F. Slay
Title: Manager,
Environmental Enforcement
Division, Escambia County,
Address: 3363 West Park Place,
Pensacola, FL 32505
Telephone: 850-595-1824
E-mail: SFSLAY@co.escambia.fl.us
Subject: Building Code Enforcement Lien, Case No. CE 05-11-0280
on Vacant Land at 7245 Bruner St., Pensacola Florida 32506
Tax Deed File No.: 09-187, Tax Account No.: 101555000
Property Identification No.: 372S311311000001

Date: 03-Dec-2010
From: William H Geiger and
Cereza D, Geiger
Address: 1771 Brightleaf Cir.,
Cantonment, FL 32533
Telephone: 850-469-8030
E-mail: whgeiger@cox.net

References: At Letter End

Dear Ms. Slay,

We respectfully request forgiveness of the subject code enforcement lien addressed in BOCC letter [1], so that the foreclosure action contemplated by the county may be avoided. We believe that this lien, and its attendant financial burden, for which we are not culpable, arose from a failure to notify the estate of the then deceased title holder, of the code violations and impending lien documented in magistrate orders [2] & [3]. At the moment, continued presence of this lien is preventing the planned development of affordable housing at this site. The requested forgiveness will assist us in removing the cloud from title to the subject property, conveyed to us by Escambia County at its Tax Deed Sale conducted on 5-Oct-2009 [4] & [5]

At the time of sale, the property was advertised as "vacant land", so we were under the belief that magistrate orders [2] & [3] would not apply, for the following reasons:

- 1) They address code violations of a dwelling on a property characterized as "vacant land" by the county when presented for sale by auction.
- 2) They represented another lien on the property held by the same county that was supposed to be selling the property to recoup unpaid taxes only,
- 3) All monies due the county were not incorporated into the minimum amount required to open bidding (see [4]), even though the impending sale would convey, in fact, an obligation to pay the county an amount far more than the minimum bid reflected.
- 4) Online access to the property records containing tax, lien and ownership histories was not available thirty days (30) prior to the Tax Deed Sale. At both websites of the Property Appraiser's Office and that of Janet Holley Tax

Collector's Office, property records were red-marked, advising that access was denied due to the a pending tax deed sale.

Not until 19-Aug-2010, more than 10 months later, were we informed [1] by the Board of County Commissioners of the outstanding lien [3] on the property . Shortly thereafter, we requested a time extension [6] to complete research of the matter, which was granted. The results of this effort are presented in the paragraphs that follow:

The fines, court costs and abatement fees imposed are identified in Special Magistrates Order [2] arising from the property owners failure to correct code violations cited in Special Magistrate Order [3]. On the dates of these actions, the property was owned by the then deceased Everett Nelson, Sr. Both orders were apparently sent via unregistered mail to the following addresses:

Order	Mailing Address
[2]	Everett Nelson, Sr. Estate of 20611 Kicking Bear Court Murfreesboro, Tennessee 37127
[3]	Everett Nelson, Sr. Estate of C/O Linda Duke 20611 Kicking Bear Court Murfreesboro, Tennessee 37127

Neither of these addresses are valid for a variety of reasons. According to Property Sales Records of Rutherford County, Tennessee [7] and a subsequent email communication [8] with the addressee Linda Duke, the following facts are known:

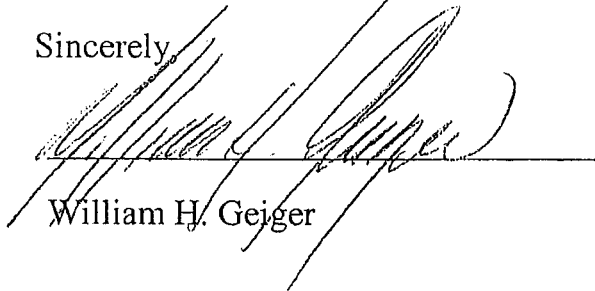
- 1) 20611 Kicking Bear Court is an invalid street address; however,
- 2) 2611 Kicking Bear Court is valid, and it was the residence of a Lynda N. and Tray H. Duke between 07-Sep-2004, when it was purchased by them, and 30-Mar-2007, when they sold it to a William N. Peirce. Six (6) days later the Magistrate issued the first Order [3] on 5-Apr-2007. This was followed by issuance of the second order [2] on 1-May-2008, to the same invalid address, 392 days later.
- 3) In a subsequent email communications [8] with Lynda Duke, she admitted to being a granddaughter of the late Everett Nelson, Sr., but denied ever serving as the executor of his estate. So, even if she had received the magistrate's orders, she was not authorized nor obligated to respond to them.

Based on these findings it is unlikely that the orders [2] & [3], and any other related notices, were ever delivered to (nor served on) the parties responsible for the maintenance and disposition of the subject property. This fact is made apparent by the failure of the estate executor to take corrective action over a

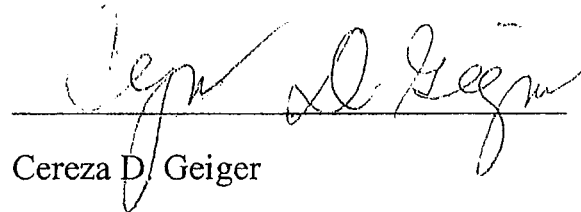
protracted period of time. On this basis, due process remains unfulfilled, and the lien appears to be unenforceable.

We would like to thank county officials, Meses. Slay and Taylor, for their kind assistance and patients in this matter. We look forward to receiving a favorable decision from the Board of County Commissioners.

Sincerely,



William H. Geiger



Cereza D. Geiger

Attachments

References: Description (Documents Attached)

- [1] Board of County Commissioners Letter, dated 19-Aug-2010, from Dian Taylor, gave notice of lien presence, requested payment of same, presented installment payment options, and expressed intent to institute foreclosure proceedings if payment is not made.
- [2] Clerk of the Circuit Court, Tax Deed Properties for Sale, Listing Excerpt for 5-Oct-2009
- [3] Clerk of the Circuit Court, Tax Deed, File No. 09-187, Property Identification No.: 372S311311000001, Tax Account No. 101555000, Dated 5-Oct-2009
- [4] Special Magistrates Order to Impose Fines of \$18,800, Court Costs of \$1,100 and Abatement Fees of \$4,790, Dated 01-May-2008, Recorded in OR Book 6322, on Page 1239, and Mailed to an Invalid Address.
- [5] Initial E-mail Response from William and Cereza Geiger, requesting time extension to complete research and prepare a request for lien forgiveness, was sent on 20-Sep-2010. A Subsequent acknowledgement from Sandra F. Slay was received on 21-Sep-2010
- [6] Special Magistrates Order to Correct Code of Ordinance Violations 30-230 (a), (b), (c), (d) & (e)., Dated 10-Apr-2007, Recorded in OR Book 6123, on Page 218 & 263 (certified), and Mailed to an Invalid Address.
- [7] Sales Records for Kicking Bear Ct., Murfreesboro, TN 37127,

[1]



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida
P.O. Box 1591
Pensacola, Fl. 32597-1591

August 19, 2010

WILLIAM H & CEREZA GEIGER
1771 BRIGHTLEAF CIR
CANTONMENT, FL 32533

Re: **7245 BRUNER ST**

Dear Mr. & Mrs. Geiger,

Our review of public records revealed that the above referenced property in which you may hold an interest is encumbered by the following lien held by Escambia County:

A Code Enforcement Lien dated April 10, 2007, recorded in OR Book 6123 at page 263 of the Escambia County Public Records.

In order to assist people in satisfying their obligations, the Escambia County Board of County Commissioners authorized these liens to be paid by an installment payment plan.

At your first opportunity, please contact our office 595-4996. We will assist you in arranging an installment payment plan so the lien can be satisfied.

Please note that if you opt not to enter into an installment payment plan or the balance of the lien is not paid within 30 days of the date of this letter, the County may institute a foreclosure lawsuit to recover the amount due.

Sincerely,

A handwritten signature in cursive script that reads "Dianne Taylor".

Dianne Taylor
Escambia County BOCC
Management & Budget Bureau
Property Lien Program Coordinator

Amended Code Enforcement Lien

[2]

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 05-11-0280
Location: 7245 Bruner Street
PR# 372S31-1311-000-001

Everett Nelson, Sr. Estate of
20611 Kicking Bear Court
Mufreesboro, Tennessee 37127

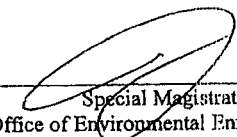
ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of April 5, 2007; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances Sec. 30-203 (a), (b), (c), (d) & (e). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary.

THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated April 5, 2007.

<u>Itemized</u>	<u>Cost</u>
a. Fines (4/21/2007-10/26/2007=188 days X \$100.00 per day)	\$ 18,800.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ 4,790.00
Total:	\$ 24,690.00

DONE AND ORDERED at Escambia County, Florida on this 1st day of May, 2008.



Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 04/10/2007 at 04:16 PM OR Book 6123 Page 263,
Instrument #2007033932, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

Recorded in Public Records 04/10/2007 at 04:02 PM OR Book 6123 Page 218,
Instrument #2007033919, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

[3]

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: CE 05-11-0280
Location: 7245 Bruner Street
PR# 372S31-1311-000-001

Everett Nelson, Sr. Estate of
C/O Linda Duke
20611 Kicking Bear Court
Mufreesboro, Tennessee 37127

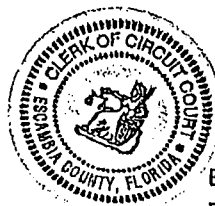
ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,

N/A as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the Code of Ordinances LDC 30-203 (a) (b)

(c) (e) (d)

has occurred and continues.



"CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA"

BY: [Signature] D.C.
DATE: 04-10-2007

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Estate Gwynette Nelson shall have until 4/20/07, 2007 to correct the violation and to bring the violation into compliance. Corrective action shall include: _____

A Statement of Conditions in Notice of Violation

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100 per day, commencing 4/21/2007, 2007. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Estate of Gwynette Nelson

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

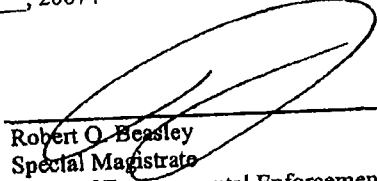
The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 5th day of April, 2007.


Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement

Ernie Lee Magaha , Clerk of the Circuit Court

Escambia County, Florida

Tax Deed Properties For Sale

(Listing Excerpt for 5-Oct-2009)

[4]

Account	Certificate Number	Reference	Sales Date	Status	Opening Bid Amount
10155500 0	4603	372S311311000001	Oct 5 2009	Sold \$7,000.00 WILLIAM H GEIGER OR CEREZA GEIGER	**\$4,725.72

Legal Description	Surplus Balance	Property Address	View Images
BEG AT INTER OF N LI OF S1/ 2 OF NW1/4 OF NE1/4 & E R/W LI OF US HWY 95 SLY ALG SD R/W TO PT 50 FT S AND PARL TO N LI OF SD S1/2 & POB CONT SLY ALG SD R/W 47 FT E 171 FT N 94 FT W 96 FT S 50 FT W 100 FT TO POB OR 80 P 707 OR 879 P 783 OR 336 P 278 OR 4768 P 426		7245 BRUNER ST	

[5]

5

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

Tax Deed File No. 09-187
Property Identification No. 372S311311000001
Tax Account No. 101555000

TAX DEED

State of Florida
County of Escambia

The following Tax Sale Certificate Numbered 04603 issued on June 1, 2007 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 5th day of October 2009, offered for sale as required by law for cash to the highest bidder and was sold to: WILLIAM H GEIGER and CEREZA GEIGER, 1771 BRIGHTLEAF CIR CANTONMENT FL 32533, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 5th day of October 2009, in the County of Escambia, State of Florida, in consideration of the sum of (\$7,000.00) SEVEN THOUSAND AND 00/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

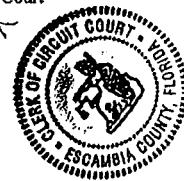
BEG AT NE COR OF JOSEPH POL GRANT S 14 DEG E ALG E LI OF GRANT 3960 FT S 76 DEG W 660 FT FOR POB CONTINUE SAME COURSE 189 FT S 14 DEG E 200 FT S 76 DEG W 75 FT S 14 DEG E 130 FT N 76 DEG E 264 FT N 14 DEG W 330 FT TO POB DB 363 P 121 OR 223 P 165

** Property previously assessed to: EST OF NELSON EVERETT SR

SECTION 37, TOWNSHIP 2 S, RANGE 31 W

Ernie Lee Magaha
ERNIE LEE MAGAHA, Clerk of the Circuit Court
Escambia County, Florida

Heather Sullivan
witness Heather Sullivan
Maryline Avila
witness Maryline Avila



State of Florida
County of Escambia

On this 6th day Oct 2009 before me Maryline Avila personally appeared Ernie Lee Magaha, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.
Witness my hand and official seal date aforesaid.



ERNIE LEE MAGAHA, Clerk of the Circuit Court

By: *Maryline Avila*
Maryline Avila, Deputy Clerk

[6]

William H. Geiger

From: William H. Geiger [whgeiger@cox.net]
Sent: Tuesday, September 21, 2010 10:17 AM
To: 'Sandra F Slay'
Subject: RE: Building Code Enforcement Lien

Good morning Sandra,
Thank you, and Dianna as well. for your understanding in this matter
Soon, we will submit the letter you request.
Regards,
Bill

From: Sandra F Slay [mailto:SFSLAY@co.escambia.fl.us]
Sent: Tuesday, September 21, 2010 7:48 AM
To: William H. Geiger
Cc: Dianne D. Taylor; Charlotte J. Rhodes
Subject: RE: Building Code Enforcement Lien

Good Morning Mr. Geiger,

I've copied Dianne Taylor on this e-mail. Her department is the one that actually processes the foreclosure.

Once you have completed your research please forward me a letter requesting lien forgiveness. I'll need the following information: your name, address and contact number, your e-mail will also work as contact information.

I'll need a short letter stating what you are requesting from the Board, such as lien forgiveness. Escambia County does have a lien forgiveness process we must follow and I'll process your request as quickly as possible.

If you have any questions please let me know.

Thank you,
Sandra

From: William H. Geiger [mailto:whgeiger@cox.net]
Sent: Monday, September 20, 2010 9:12 PM
To: Sandra F Slay
Subject: Building Code Enforcement Lien

From: William H. Geiger [mailto:whgeiger@cox.net]
Sent: Monday, September 20, 2010 2:52 PM
Subject: Building Code Enforcement Lien

Re: Vacant Land, 7245 Bruner St.
Board of County Commissioners Letter, Dated 19-Aug-2010

Dear Ms. Slay,

We request an extension of time to complete our research necessary to respond to the lien enforcement action contemplated by the county.

At the moment we are completing an appeal that addresses the punitive fines contained in this lien for building violations for which we are not culpable.

The property offered at the tax deed sale was characterized as "vacant land", so we overlooked the magistrates order that quantified the punitive extent of building code violations, because such a lean was unexpected.

We further note that the estate of Everett Nelson may have never received the code violation and lien notices as the mailing address to which they were sent is not valid.

If this finding is true, then due process, regarding the fines and related abatement action, was not available to either party.

We are willing to pay the balance of the cost of abatement that the county has sustained, as this action most likely has enhanced the property's utility.

However, we feel that it is unjust and unfair for the county to impose punitive fines on the innocent, as apparently neither we nor the previous owners were made aware of the violations.

A more detailed response will be forthcoming by month end or sooner if you so dictate.

Thank you for your kind consideration and assistance in this matter,

Regards,

William and Cereza Geiger.

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

[7]

Exhibit I

Rutherford County - Property Assessor

Sales on Kicking Bear Ct., TN 37127

ACCOUNTNO	RECPTNO	PARCELNB	IMPVAC	BOOK	PAGE	GRANTEE	Sale Date	SALEP	STREETNO	STREETDIR	STREETNAME	STREETSUF	BLTASSF
Select	R0075647	CNV 546472	125E A 00400	Improved	374	278	BARNES CHRISTOPHER L ETUX LISA	09-30- 1999	53000	2603		KICKING BEAR CT	3140
Select	R0075645	CNV 561251	125E A 00200	Improved	661	2511	BOLES RANDALL SCOTT ETUX PAM	08-30- 2008	310000	2606		KICKING BEAR CT	2749
Select	R0075648	CNV 510597	125E A 00500	Improved	498	859	BAUCE ROGER A ETUX CAROL	03-03- 1992	35000	2607		KICKING BEAR CT	2798
Select	R0075645	CNV 581741	125E A 00200	Improved	537	420	BURROW N ANDREW ETUX LAURA	11-02- 1993	32500	2606		KICKING BEAR CT	2748
Select	R0075649	CNV 5111103	125E A 00600	Improved	426	378	DUKE TRAY H III ETUX LYNDA N	08-07- 2004	200000	2611		KICKING BEAR CT	2753
Select	R0075646	CNV 7511366	125E A 00300	Improved	751	1366	HARRISON JOHN CHARLES ETUX TRACEY HILL	05-30- 2007	397500	2602		KICKING BEAR CT	3598
Select	R0075645	CNV 598885	125E A 00700	Improved	523	625	INDIAN HILLS VENTURE %CHARLES W HOLDEN	04-15- 1994	2550000	2606		KICKING BEAR CT	2748
Select	R0075646	CNV 581342	125E A 00300	Improved	463	850	JONES RICKY L ETUX DORI	08-30- 1993	47800	2602		KICKING BEAR CT	3598
Select	R0075648	CNV 598886	125E A 00500	Improved	545	958	KELLER JAMES P ETUX KAREN	03-28- 1995	200000	2607		KICKING BEAR CT	2798
Select	R0075649	CNV 5111653	125E A 00600	Improved	624	207	MCCRATH RICHARD J ETUX ANNE	06-10- 1981	235000	2611		KICKING BEAR CT	2753
Select	R0075650	CNV 546424	125E A 00700	Improved	672	62	MELTON BRYAN D ETUX MELANIE	03-10- 1995	198000	2615		KICKING BEAR CT	2636
Select	R0075650	CNV 581745	125E A 00700	Improved	538	774	OLFS ROGER D ETUX DEBORAH	10-27- 1994	211500	2615		KICKING BEAR CT	2686
Select	R0075650	CNV 598887	125E A 00700	Improved	525	487	OLD SOUTH PROPERTIES INC	05-18- 1994	32500	2615		KICKING BEAR CT	2636
Select	R0075644	CNV 7252895	125E A 00600	Improved	729	295	PRICE WILLIAM N	03-30- 2002	311000	2611		KICKING BEAR CT	2753
Select	R0075646	CNV 546421	125E A 00300	Improved	497	2915	RYEL JACK AND BLANCHE RYEL	03-27- 2002	280000	2602		KICKING BEAR CT	3598
Select	R0075647	CNV 581743	125E A 00400	Improved	404	94	TAYLOR GARY W	04-29- 1988	52500	2603		KICKING BEAR CT	3140
Select	R0075648	CNV 546423	125E A 00500	Improved	654	195	TERRETTE GAROLD E ETUX BETTY	06-23- 1994	220000	2607		KICKING BEAR CT	2798
Select	R0075648	CNV 581744	125E A 00500	Improved	630	395	THOMPSON JAMES R ETUX MARTHA	04-17- 1988	220000	2607		KICKING BEAR CT	2798
Select	R0075649	CNV 311223	125E A 00600	Improved	562	746	VAUGHAN STEVEN D %CHARLES W HOLDEN	07-14- 1995	32500	2611		KICKING BEAR CT	2753
Select	R0075645	CNV 246420	125E A 00300	Improved	594	974	WIDE RIVER P ETUX DANA	03-25- 1992	211500	2606		KICKING BEAR CT	2749
Select	R0075649	CNV 5112029	125E A 00600	Improved	570	253	YU PAUL UJ ETUX CHU LEE YU	03-29- 1996	230000	2611		KICKING BEAR CT	2753

1

2

Tray H. & Lynda N. Duke
 2611 Kicking Bear Ct.
 [1] Purchased 07-Sep-2004
 [2] Sold 30-Mar-2007

[8]

William H. Geiger

From: dukefamily@united.net
Sent: Thursday, October 14, 2010 10:15 AM
To: William H. Geiger
Subject: Re: Estate of Everett Nelson Sr.

I am NOT the executor of this estate, never was, never will be. He was my grandfather, but Everett had 20+ other grandchildren also, so take my name off your email and do not contact me again.

Lynda>

Hi Linda,
>
>
>
> If you were the executor of the subject estate, please contact me.
>
>
>
> Addresses shown in the court records include:
>
>
>
> for Everett, Ruth, Eliza and Mary Nelson
>
> 7245 Bruner St., Pensacola, FL 32506
>
>
>
> for executor Linda Duke,
>
> 2611 Kicking Bear Ct., Murfreesboro, TN 37127
>
>
>
> Regards,
>



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-961

Public Hearings Item #: 11.

BCC Regular Meeting

Meeting Date: 07/21/2011

Issue: 5:31 pm Public Hearing - Amending the Noise Ordinance, Chapter 42, Article III, Section 42-67

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending the Noise Ordinance, Chapter 42, Article III, Section 42-67, of the Escambia County Code of Ordinances.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt an Ordinance amending the Noise Ordinance, Chapter 42, Article III, Section 42-67, of the Escambia County Code of Ordinances.

BACKGROUND:

At the Committee of the Whole on June 9, 2011, the Board directed the County Attorney's office to amend the Noise Ordinance with regards to regulations affecting Perdido Key.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The ordinance was drafted by County Attorney Alison Rogers. The ordinance was advertised in the Saturday edition of the Pensacola News Journal on July 9, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

PNJ Proof of Publication

ORDINANCE NUMBER 2011-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 42, ARTICLE III, SECTION 42-67 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; AMENDING THE NOISE REGULATIONS FOR SANTA ROSA ISLAND AND PERDIDO KEY TO PROVIDE FOR NOISE READING AVERAGING ON PERDIDO KEY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the barrier islands of Escambia have unique tourist, recreational and entertainment characteristics that have long led to those areas having a different noise regulation than the mainland of Escambia County; and,

WHEREAS, the two barrier islands have distinct tourist, recreational and entertainment characteristics from each other; and

WHEREAS, the Perdido Key area is better suited to a decibel averaging regulation; and

WHEREAS, this ordinance affects the health, safety and welfare of those living and visiting Escambia County, Florida.

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

SECTION 1.

Chapter 42, Article III, Section 42-67 of the Escambia County Code of Ordinances is hereby amended to read as follows:

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

Recognizing the unique tourist, recreational and entertainment characteristics of Santa Rosa Island (Pensacola Beach) and the Perdido Key areas of the county, the provisions of sections 42-64 and 42-65 shall not apply to these geographic areas. ~~For these geographic areas, in no event shall a person operate or cause to be operated or create~~

~~any source of sound in such a manner so as to create a sound level which exceeds 70 dbA (sound level measurement) when measured by a sound level meter at or within the property boundary of the receiving land use. For these geographic areas, the following standards shall apply:~~

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

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

SECTION 3. SEVERABILITY

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

SECTION 4. INCLUSION IN CODE

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2010); and that the sections, subsections and other provisions 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 5. 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

Deputy Clerk

(Seal)

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

This document approved as to form
and legal sufficiency
By [Signature]
Title County Attorney
Date 7/11/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-961

Public Hearings

BCC Regular Meeting

Meeting Date: 07/21/2011

Issue: 5:31 pm Public Hearing - Amending the Noise Ordinance, Chapter 42, Article III, Section 42-67

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending the Noise Ordinance, Chapter 42, Article III, Section 42-67 of the Escambia County Code of Ordinances

That the Board adopt an ordinance amending the Noise Ordinance, Chapter 42, Article III, Section 42-67 of the Escambia County Code of Ordinances.

BACKGROUND:

At the Committee of the Whole on June 9, 2011, the Board directed the County Attorney's office to amend the Noise Ordinance with regards to regulations affecting Perdido Key.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The ordinance was drafted by County Attorney Alison Rogers. The ordinance was advertised in the Saturday edition of the Pensacola News Journal on July 9, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared GAIL WALTERS who on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

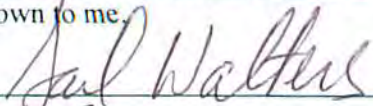
**NOTICE OF INTENT TO ADOPT
A COUNTY ORDINANCE**

Was published in said newspaper in the issue(s) of:

July 9, 2011

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 11th day of July, 2011, by GAIL WALTERS who is personally known to me.

 _____ Affiant

 _____ Notary Public

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **Thursday, July 21, 2011 at 5:31 p.m.** in the BCC Meeting Room, Escambia County Government Complex, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 42, ARTICLE III, SECTION 42-67 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; AMENDING THE NOISE REGULATIONS FOR SANTA ROSA ISLAND AND PERDIDO KEY TO PROVIDE FOR NOISE READING AVERAGING ON PERDIDO KEY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Escambia County Government Complex, Deputy Clerk's Office, 221 Palafox Place, Suite 130.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Cheryl Lively, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

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

Legal No.1529514 1T July 9, 2011

GRANT PAQUIN

Notary Public, State of Florida

My Commission Expires May 31, 2014

Commission No. DD996828



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1086

Public Hearings Item #: 12.

BCC Regular Meeting

Meeting Date: 07/21/2011

Issue: 5:32 pm Public Hearing - 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:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance establishing an EDATE for The Lewis Bear Company.

Recommendation: That the Board reschedule for August 4, 2011, the 5:32 p.m. Public Hearing, to adopt 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, to allow staff sufficient time to meet the requirements for advertising.

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. This 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 110 individuals with an average wage of \$55,077, which is more than 150% of the average wage of the Pensacola Metropolitan Statistical Area.

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:

Ordinance was reviewed by the County Attorney's Office for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Lewis Bear Ordinance

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: _____

This document approved as to form
and legal sufficiency.

By: Kristina Hual

Title: ACM

Date: 7/11/11

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



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-1120

Item #: 13.

BCC Regular Meeting

Meeting

Date: 07/21/2011

Issue: Committee of the Whole Recommendation

From: Doris Harris

Recommendation:

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the July 14, 2011, C/W Workshop, recommends that the Board take the following action:

A. Take the following action concerning The Pensacola Civic Center (C/W Item 5):

(1) Approve the following five final recommendations from the Civic Center Advisory Committee:

(a) Whereas the Pensacola Ice Flyers have been in violation of Section 17a of their contract for two years, which requires a minimum number of season tickets to be sold, without the required automatic termination being enforced, and because the County has realized a loss of approximately \$200,000 annually directly attributable to hockey, take the following action:

1) Approve renegotiating a one-year lease with the Pensacola Ice Flyers, subject to the presence of Tim Kerr at negotiations, to include the following provisions:

a) A guarantee that the Civic Center will have no direct operating loss as a result of ice hockey; the loss will be determined by Escambia County;

b) The Ice Flyers are to provide a surety bond or other financial assurance to cover any potential direct losses incurred by the County; and

c) Additional flexibility on dates for both games and practices to maximize use of the facility; and

2) Approve terminating the current contract, with no future contract, if a satisfactory contract is not in place by September 1, 2011;

(b) Whereas the operating shortfalls are above the industry norms and the contract does not provide incentives to manage the bottom line, take the following action:

1) Approve requesting an immediate mutual renegotiation of the current management contract for the purpose of having a new contract finalized and adopted by the Board by December 31, 2011;

2) Approve directing staff to issue a Request for Proposals (RFP) for management services and directing the County Administrator to issue a notice of termination to the current management company by March 31, 2012, with an effective termination date of September 30, 2012, if a successful contract cannot be adopted by December 31, 2011; and

3) Approve including an incentive portion of the new management contract that rewards or penalizes the management firm based on bottom line performance rather than on gross revenues;

(c) Whereas the Advisory Committee believes that there is a need to minimize loss of revenue and maintain consistency in leasing the facility, approve establishing a fee structure for both profit and non-profit entities, and, once established, approve adopting an Ordinance that requires a super-majority vote of the Board of County Commissioners to waive or modify any portion of the fee;

(d) Whereas the Advisory Committee believes there has not been consistent oversight for the Pensacola Civic Center, take the following action:

1) Approve establishing a single point of contact on County staff responsible for overall contract management and financial reporting; and

2) Approve establishing an ongoing advisory committee for general oversight and recommendations for capital improvements; and

(e) Whereas the Advisory Committee believes long-term planning is in the Civic Center's best interests, take the following action:

1) Approve entering into discussions with the City of Pensacola regarding a joint management contract for downtown Pensacola's three venues; The Pensacola Civic Center, the Saenger Theater, and the Randall K. and Martha A. Hunter Amphitheatre at the Maritime Park; and

2) Approve working with the City to develop a master plan for the long-term redevelopment of the downtown urban core in relationship to the Pensacola Civic Center;

(2) Approve consideration of selling the naming rights for the Civic Center; and

(3) Approve maintaining the Civic Center Advisory Committee;

B. Take the following action concerning Fiscal Year 2011-2012 Budget - Outside Agency Funding/Fourth Cent Funding (C/W Item 7):

(1) Approve General Fund allocations to Outside Agencies at the Fiscal Year 2010-2011 levels;

(2) Approve requesting that the Tourist Development Council (TDC) review the \$250,000 request for funding from Three Cents Tourist Development Tax (TDT) for minority functions (Minority Marketing Plan) and provide a recommendation to the Board;

(3) Approve the proposed allocations from Fourth Cent TDT funds, to include \$75,000 for Sertoma 4th of July, with the following revisions:

(a) Reduce, by \$15,750, the \$165,750 proposed funding for Arts, Culture & Entertainment (ACE) and restoring the \$15,750 request by the Pensacola Museum of Art; and

(b) Approve that \$150,000 of the \$250,000 requested by ACE will be paid upfront and that the \$100,000 balance will be disbursed as TDT funds are received; and

C. Take the following action concerning Wetland Mitigation Needs Associated with Forthcoming Road Improvement Projects, with the understanding that, contingent upon availability of funding, Parcel B and any other properties that can be transferred to the State and eliminate the County's maintenance responsibility will be prioritized (C/W Item 8):

(1) Direct staff to develop a ROMA (Regional Off-Site Mitigation Area) for Jones Swamp, as a pilot project; and

(2) Direct staff to define costs/revenue to acquire sufficient environmentally sensitive lands to develop a ROMA for comparison against paying approximately \$6.3 million to the Northwest Florida Water Management District (for land acquisition, restoration activities, and long-term maintenance costs).

Attachments

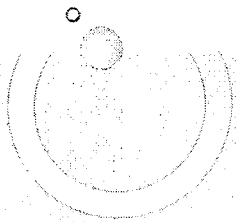
C/W #5

C/W #7

C/W #8

Civic Center Advisory Committee

Final Recommendations



Recommendation #1 – Ice Hockey

- Whereas the Pensacola Ice Flyers have been in violation of Section 17a of their contract for two years, which requires a minimum number of season tickets to be sold, without the required automatic termination being enforced, and because the County has realized a loss of approximately \$200,000 annually directly attributable to hockey, the Committee recommends the following:
 - Renegotiate a one-year lease with the Pensacola Ice Flyers to include the following provisions:
 - * A guarantee that the Civic Center will have no direct operating loss as a result of ice hockey. The loss will be determined by Escambia County.
 - * Require the Ice Flyers to provide a surety bond or other financial assurance to cover any potential direct losses incurred by the County.
 - * Require additional flexibility on dates for both games and practices to maximize use of the facility.
- If a satisfactory contract is not in place by September 1, 2011, terminate the current contract with no future contract.

Recommendation #2 – Management Services

- Whereas the operating shortfalls are above the industry norms and the contract does not provide incentives to manage the bottom line, the Committee recommends the following:
 - Request an immediate mutual renegotiation of the current management contract for the purpose of having a new contract finalized and adopted by the Board by December 31, 2011.
 - If a successful contract cannot be adopted by December 31, 2011, direct staff to issue a Request for Proposal (RFP) for management services and direct the County Administrator to issue a notice of termination to the current management company by March 31, 2012 with an effective termination date of September 30, 2012.
 - Include an incentive portion of the new management contract that rewards or penalizes the management firm based on bottom line performance rather than on gross revenues.

Recommendation #3 – Fees and Fee Waivers

- Whereas the Advisory Committee believes that there is a need to minimize loss of revenue and maintain consistency in leasing the facility, the committee recommends the following:
 - Establish a fee structure for both profit and non-profit entities. Once established, adopt an Ordinance that requires a super-majority vote of the Board of County Commissioners to waive or modify any portion of the fee.

Recommendation #4 – Oversight

- Whereas the Advisory Committee believes there has not been consistent oversight for the Pensacola Civic Center, the committee recommends the following:
 - Establish a single point of contact on County staff responsible for overall contract management and financial reporting.
 - Establish an on-going advisory committee for general oversight and recommendations for capital improvements.

Recommendation #5 – Long Term Planning

- Whereas the Advisory Committee believes long-term planning is in the Civic Center’s best interests, the Committee recommends the following:
 - The City and County enter into discussions regarding a joint management contract for downtown Pensacola’s three venues; the Pensacola Civic Center, the Saenger Theater and the Randall K. and Martha A. Hunter Amphitheatre at the Maritime Park.
 - The City and County work together to develop a master plan for the long-term redevelopment of the downtown urban core in relationship to the Pensacola Civic Center.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
ALLOCATIONS TO OUTSIDE AGENCIES
FISCAL YEAR 2011-2012**

Description	FY '012 Amount Proposed	FY '012 Amount Requested	FY '011 Amount Adopted	FY '010 Amount Adopted
General Fund				
Council on Aging	\$34,000	\$0	\$40,000	\$40,000
Escambia Community Clinics ¹	431,880	525,000	431,880	231,880
Escambia County School Readiness Coalition	195,500	0	230,000	230,000
First Call for Help/United Way	29,750	0	35,000	35,000
Foundations for the Future	400,000	450,000	400,000	402,000
Gulf Coast African American COC	0	0	0	40,000
Human Relations Commission	75,395	0	88,700	88,700
Lakeview	26,382	0	31,038	31,038
NWFL Comprehensive Services for Children	70,000	70,000	70,000	70,000
PEDC	150,000	150,000	150,000	150,000
Pensacola's Promise/Chain Reaction	17,000	0	20,000	20,000
United Way	81,175	0	95,500	95,500
Veteran's Services	15,000	0	15,000	15,000
WFL Regional Planning Council	14,676	19,033	14,676	14,762
Wildlife Sanctuary ²	27,693	0	32,580	0
Total Economic Development Fund	\$1,568,451	\$1,214,033	\$1,654,374	\$1,463,880
Three Cents Tourist Development Tax				
Banks Enterprises	0	385,685	0	0
Deluna Fest	0	0	0	0
Minority Marketing Plan	250,000	0	0	0
Pensacola Sports Association	230,134	318,480	204,201	225,000
Perdido Key Chamber of Commerce	172,600	314,600	153,151	175,000
Pensacola Beach Chamber	0	0	0	50,000
Pensacola Civic Center	0	500,000	0	0
Skills USA/Pensacola State College	77,500	77,500	0	0
Visitor's Information Center	1,154,191	1,475,691	1,310,294	1,541,250
Total Three Cents Tourist Development Tax	\$1,884,425	\$3,071,956	\$1,667,646	\$1,991,250
Fourth Cent Tourist Development Tax				
African-American Heritage Society	\$25,000	\$25,000	\$25,000	\$25,000
Arts Council	0	0	0	150,000
Arts, Culture & Entertainment	165,750	250,000	150,000	0
Historic Preservation Board	70,000	70,000	70,000	70,000
Maintenance & Utilities of Artel Facility	0	0	50,000	0
Marine Resources	152,709	152,709	150,219	149,531
Naval Aviation Museum	200,000	200,000	200,000	200,000
Pensacola Chamber/VIC	600,000	600,000	600,000	600,000
Pensacola Museum of Art	0	15,750	15,000	15,000
Uncle Sandys' Macaw Park	0	10,000	0	0
Sertoma 4th of July	0	0	74,219	74,219
St. Michael's Cemetery	25,000	25,000	25,000	25,000
Total Fourth Cent Tourist Development Tax	\$1,238,459	\$1,348,459	\$1,359,438	\$1,308,750
Solid Waste Management Fund				
Clean & Green	35,000	40,000	40,000	35,000
Total Solid Waste Management Fund	\$35,000	\$40,000	\$40,000	\$35,000
Tree Fund Ordinance Fees				
Wildlife Sanctuary	0	0	0	32,580
Total Tree Ordinance Fees	\$0	\$0	\$0	\$32,580

¹ In FY 2011 \$200,000 was supposed to come from the Health Facilities Authority and was later denied, the Sheriff contributed \$150,000 from his fuel budget and \$50,000 came from the General Fund reserves for operating.

² The allocation to the Wildlife Sanctuary was funded from the General Fund rather than Tree Fund Ordinance Fees in FY10/11.

ESCAMBIA COUNTY OFFICE OF MANAGEMENT AND BUDGET
REVENUE CYCLES-TOURIST PROMOTION TAX

MONTH	3 Cents BUDGET		3 Cents CUMULATIVE		3 Cents ACTUAL		3 Cents % Over Budget		4th Cent BUDGET		4th Cent CUMULATIVE		4th Cent ACTUAL		4th Cent % Over Budget		TOTAL CUMULATIVE ACTUAL	
	9/30/2011	TOTAL	9/30/2011	TOTAL	9/30/2011	VARIANCE	9/30/2011	% Over Budget	9/30/2011	TOTAL	9/30/2011	CUMULATIVE	9/30/2011	ACTUAL	9/30/2011	% Over Budget	9/30/2011	ACTUAL
OCTOBER	\$278,626	\$321,850	\$321,850	\$321,850	\$43,224	\$43,224	15.51%	\$92,875	\$107,283	\$107,283	\$107,283	\$14,408	\$14,408	15.51%	\$429,133		\$429,133	
NOVEMBER	515,038	276,214	598,064	598,064	83,026	83,026	16.12%	171,679	92,071	92,071	199,354	27,675	27,675	16.12%	797,418		797,418	
DECEMBER	724,218	226,460	824,524	824,524	100,306	100,306	13.85%	241,406	75,487	75,487	274,841	33,435	33,435	13.85%	1,099,365		1,099,365	
JANUARY	899,134	195,363	1,019,887	1,019,887	120,753	120,753	13.43%	299,711	65,121	65,121	339,962	40,251	40,251	13.43%	1,359,849		1,359,849	
FEBRUARY	1,081,261	192,262	1,212,149	1,212,149	130,888	130,888	12.11%	360,420	64,087	64,087	404,049	43,629	43,629	12.10%	1,616,198		1,616,198	
MARCH	1,296,583	241,571	1,453,720	1,453,720	157,137	157,137	12.12%	432,194	80,524	80,524	484,573	52,379	52,379	12.12%	1,938,293		1,938,293	
APRIL	1,617,327	397,690	1,851,410	1,851,410	234,083	234,083	14.47%	539,109	132,563	132,563	617,136	78,027	78,027	14.47%	2,468,546		2,468,546	
MAY	1,936,683	417,733	2,269,143	2,269,143	332,460	332,460	17.17%	645,561	139,244	139,244	756,380	110,819	110,819	17.17%	3,025,523		3,025,523	
JUNE	2,335,863	510,038	2,779,181	2,779,181	443,318	443,318	18.98%	778,621	170,013	170,013	926,393	147,772	147,772	18.98%	3,705,574		3,705,574	
JULY	2,877,053		2,779,181	2,779,181	(97,872)	(97,872)		959,018			926,393	(32,625)	(32,625)		3,705,574		3,705,574	
AUGUST	3,498,761		2,779,181	2,779,181	(719,580)	(719,580)		1,166,254			926,393	(239,861)	(239,861)		3,705,574		3,705,574	
SEPTEMBER	3,881,250		2,779,181	2,779,181	(1,102,069)	(1,102,069)		1,293,750			926,393	(367,357)	(367,357)		3,705,574		3,705,574	

Becky L. Azelton

From: William Banks Sr [banksenterprise@bellsouth.net]
Sent: Wednesday, July 13, 2011 5:42 PM
To: District4
Subject: 2011 MINORITY TOURISM FALL FESTIVAL
Attachments: Banks Enterprise Fall Festival Proposal Revised July 13th.pdf

Grover:

Page 3, will show you the marketing plan and page 6 will show you the artist line-up.

The festival will kick off Friday Night, November 11th, at the Pensacola Civic Center with the following national artist: Johnny Gill; Bar-Kays; Ohio Players; The Dazz Band and Con Funk Shun.

The festival will continue on Saturday, November 12th at the Pensacola Fair Ground starting at 1;00pm with the following national artist: Avant; Donell Jones; Ginuwine; Anthony David; Reheem Devaughn and the Alpha Kappa Alpha Steppers.

The festival is free to persons who book a two night stay at one of the hotels that will be listed later.

I hope this is enough information for you. Thanks in advance for your support.

William "Cadillac" Banks



PROPOSAL FOR MINORITY

TOURISM FUNDS FOR THE

2011 GULF COAST FALL FESTIVAL

NOVEMBER 11TH & 12TH



Pensacola Civic Center (Friday)

Pensacola Interstate Fairgrounds (Saturday)

Economic Growth For Escambia County

Executive Summary:

The purpose for this strategic business plan is to request funds in the amount of \$250,000.00 from the Tourist Development Council Minority Tourist Program hereinafter referred to as the TDC/MTP, for the purpose of a fall festival in Pensacola, Florida. This event is entitled "The 2011 Gulf Coast Fall Fest". The promoter of this event is "Banks Enterprise, LLC," and is base in Pensacola, Florida under the direction of Mr. William "Cadillac" Banks, CEO/President. Banks Enterprise will provide a marketing plan and Propose Budget which supports the above mentioned event as required by the TDC.

Product and Service:

"Banks Enterprise, LLC" is a company that provides entertainment and event marketing to an array of various groups of music investors as well as other entertainment. Here is a summary of services "Banks Enterprise" provides: Public Relations; Concert Promoting & Planning; Demographic Analysis of potential locations for Marketing Events & Concerts and Project Consulting.



Marketing:

The marketing plan "Banks Enterprise" will implement for this "Concert" will consist of two separate but cohesive phases. First and far most the promotion of the concert is priority but not exclusive. Banks Enterprise must also market the living accommodations as well as monitor the different states from which the patrons will be departing from. ALL OUT-OF-TOWN GUEST will receive free tickets to the event as an incentive to visit Pensacola.

In promoting the "2011 Gulf Coast Fall Festival", Banks Enterprise plans to implement radio, television, news paper and flyers in three states. This would include FLORIDA, ALABAMA and MISSISSIPPI. With these implements, they will promote the event considerably. In marketing the accommodations, (hotels and motels), Banks Enterprise will use the reservation confirmation codes to track the number of beds sold for this event.

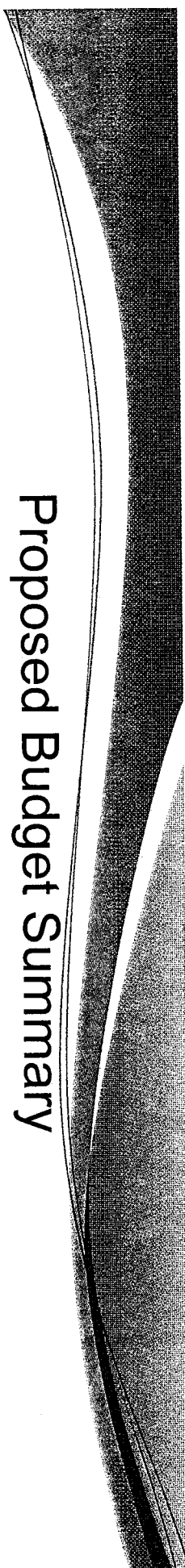
The event will also be marketed online at Ticket Master where one can apply for tickets. The patron will also be required to have a reservation confirmation code to retrieve the tickets. Ticket master will issue these tickets once the reservation is confirmed. This process will also perpetuate sales for the local hotels and motels in Pensacola.

Once a patron receives his or her tickets, Banks Enterprise is adopting a "TELL US WHERE YOU ARE FROM" as a theme in promoting the event to determine where the patrons are from. This will include a simple process of going online to www.banksenterprise.com and clicking on the "GUEST BOOK" tab and answering three questions in the comment box which are: 1. Where are you from? 2. How many are in your party? 3. What hotel or motel are you registered at? By filling out the guest book, out of town patrons will be entered into a drawing for artists' Meet and Greet and back stage access. This is used as an incentive for patrons to sign the Guest Book.

By adopting the theme "TELL US WHERE YOU ARE FROM" will promote a little competition as well as accomplish and monitor the states that supports the event in abundance. Banks Enterprise will place a banner on stage acknowledging the state with the most participation in which the cut off date will be noted accordingly. The incentive of the banner will create major participating from all over.

As noted in the promotional concept of the event where radio, television, news paper and flyers will be used, Pensacola was not mention. This is not because the process will not occur, however the process of the confirmation for the tickets is different.

The implementation of the above marketing plan will accomplish the goal set by Banks Enterprise. These goals are to first promote the event and generate sales for local hotels, motels and restaurants. Last but not least the plan will generate numbers pertaining to the travel of the received patronage.



Proposed Budget Summary "2011 Gulf Coast Fall Festival"

Cost Of Artist	\$157,500.00	
Expenses		
General & Administrative	\$ 38,700.00	
Event Insurance	\$ 2,900.00	
Transportation	\$1,000.00	
Advertising	\$20,000.00	
Fairground Rent/Utilities	\$ 3,900.00	
Staffing	\$ 4,200.00	
Ticket Master	\$1,800.00	
Civic Center Rental	\$20,000.00	
Total Proposed Budget		\$250,000.00

NOTE: A detailed analysis of the proposed budget is attached.

11th West Fall Festival 2011
Proposed Budget

Proposed Cost of Artist		Budgeted
--------------------------------	--	-----------------

Universal Attractions Booking Agency		\$117,500.00
Avant; Donell Jones; Anthony David;		
Johnny Gill; Reheem Devaughn and		
Ginuwine		

LaMarie's Entertainment Complex		\$40,000.00
Bar-Kays; Ohio Players; Dazz Band		
Con Funk Shun		

Total Cost of Artist/ Buy out		\$157,500.00
-------------------------------	--	---------------------

Expenses
General and Administrative

Lights/Stage/Sound/Backline		\$29,000.00
Portable Toilet		\$2,210.00
Traffic/ Security (no Deputies)		\$2,500.00
Gate Officers/3 City Police officers		\$690.00
Catering (Artist)		\$2,500.00
Clean up		\$1,800.00

\$38,700.00

Total General and Administrative Fees

Staffing		\$4,200.00
Event Insurance (Liability)\$2,000,000.00		\$2,900.00
Ticket Masters account fee		\$1,800.00
Civic Center (Rental fees)		\$20,000.00

Ground Transportation cost

Vans (Band Members)		\$1,000.00
Total vehicle cost		\$1,000.00

Advertising		\$20,000.00
Rent/Utilities (Pensacola Fairground)		\$3,900.00



2011 GULF COAST FALL FESTIVAL

FEATURING

- DONELL JONES
- GINUWINE
- BAR-KAYS
- OHIO PLAYERS
- AVANT
- REHEEM DEVAUGHN
- CON FUNK SHUN
- DAZZ BAND
- ANTHONY DAVID
- JOHNNY GILL
- ALPHA KAPPA ALPHA STEPPERS

PENSACOLA CIVIC CENTER (FRIDAY)

PENSACOLA INTERSTATE FAIRGROUNDS (SATURDAY)

November 11TH & 12TH 2011

Estimate Cost: \$250,000.00

Ticket Price: \$50-\$65 Estimate Paid Attendees 10,000



EXECUTIVE SUMMARY GUIDELINES FOR DISTRIBUTION OF MINORITY TOURISM FUNDS

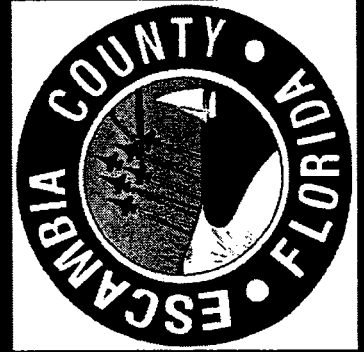
- The purpose of this executive summary is to introduce guidelines for the distribution of minority funds held by the TDC for minority events. The guidelines also describe in detail the procedure aspects as it applies to hosting an event with up front capital from a funding source, (i.e. Banks, Financial Corporations etc.), that will be re-payable to such institutions from funds held by the TDC for minority events. Since the funds are limited, they should only be used in profit making events.
- This concept is to make sure that longevity is established for future events, which will draw heads and fill beds in the coming years.
- Establishing longevity is important to ensure other potential events will occur, not off the backs of the County, but from the profits of prior events. Persons who are awarded the funds should be required to show proof that they have within the last three years, produced and promoted events for profit within Escambia County, Florida, which should include their media file and marketing plan for those events and the name of venues where each event was held.
- TDC does not discharge up-front capital, any event that is suggested and approved, such person or group must acquire their own up front capital to completely produce said event. This is the policy of the TDC and the reasoning behind it is they want to ensure you do what you plan to do.
- Each event that is scheduled should present a business plan. The plan shall consist of a vision and a mission statement pertaining to the event. The business plan should also contain marketing strategies that will discuss the plan of promotion for the proposed event. The business plan should also contain a budget showing all costs associated with said event, including a budget analysis showing potential revenue that will be earned to ensure a profit.
- In the event that the proposed project of Banks Enterprise is approved, all profits will be placed in Banks Enterprise escrow account. The purpose of this as mentioned above, is to ensure longevity of future minority events.
- In conclusion, by following the above recommended procedures, the future for minority events will be inevitable.

Banks Enterprise Concert History

Date	Artist	Location
March 2, 2007	Urban Mystic	Platinum Club
June 5, 2008	Keith Sweat, Freddie Jackson, Urban Mystic, Silk	Pensacola Fairground
May 2, 2009	Lacee	Grotto Hall
August 22, 2009	Kem, Michael Ward	Emerald Coast Conference Center (Ft Walton Bch)
October 20, 2009	Bar Kay's & Cowboy Troy	Pensacola Fairground
June 20, 2010	Keith Sweat, Charlie Wilson, Joe, Dru Hill, Silk	Pensacola Civic Center
October 31, 2010	Maze featuring Frankie Beverly, Zapp Band	Pensacola Civic Center
November 27, 2010	“Super Stars Of Jazz Fusion” featuring: Roy Ayers, Ronnie Laws, Wayne Henderson, Tom Browne, Lonnie Liston Smith	Emerald Coast Conference Center (FWB)
February 12, 2011	Lebrado	Platinum Club
June 4, 2011	R. Kelly, Keyshia Cole & Marsha Ambros	Mobile Civic Center

**Wetland Mitigation Needs
Associated with Forthcoming
Road Improvement Projects
July 10, 2011**

**Community & Environment Department
Water Quality & Land Management Division**



Determining the “Value” of a Wetland

- Method Defined in Chapter 62-345
- Uniform Mitigation Assessment Method (UMAM)
 - Places a numeric value on wetland areas
 - Evaluates “wetland functional loss” at an impact site and “wetland functional gain” at the mitigation site.

Determining the “Value” of a Wetland

- Calculated by placing values on
 - Location and Landscape Support
 - + Water Environment
 - + Community Structure
 - * Wetland Acreage
 - = Functional Wetland Units (FWU)
- Mitigation FWU \geq Impact FWU

Current Roadway Projects with Wetland Impacts Greater than Three Acres

- Each segment will impact wetlands requiring mitigation from the Florida Department of Environmental Protection / US Army Corps of Engineers

	<u>Wetland Impact / Functional Loss</u>
- Sorrento Road	29 acres / 17.72
- Blue Angel Parkway	<u>31 acres / 20.85</u>
Total	60 acres / 38.57

Mitigation Options

Impact Fee to NWFWMMD

- Pursuant to F.S. 373.4137
- \$104,814 per wetland acre of impact
- Approximately \$6.3 million
- NWFWMMD responsible for land acquisition, restoration activities, and long-term maintenance costs
- County can help identify and suggest mitigation lands to be acquired

County Acquisition

- County can request from FDOT and NWFWMMD to conduct mitigation activities
- County responsible for land acquisition, restoration activities, and long-term maintenance costs
- May require additional staff to manage mitigation lands and maintain permit compliance

Mitigation Options

Development of a ROMA

- Regional Off-Site Mitigation Area
- County develops “credits” through management of wetland parcels
- Credits may be utilized by the County or “sold” to private interests to offset wetland impacts (potential revenue)
- Credits will satisfy both FDEP and ACOE permit requirements

Pilot Project – Jones Swamp

- Utilize lands already owned by the County in Jones Swamp
- Once developed, the County will have a “bank” of credits to utilize for public works projects and could choose to make available to the public
- If successful, the Board could use this option on a larger scale to offset the impacts from Sorrento and Blue Angel

Potential Mitigation Lands Evaluated Since December 2008

- Parcel A
 - 257 Acres, 27.73 Credits
- Parcel B
 - 60 Acres, 10.16 Credits
- Parcel C
 - 37 Acres, 2.60 Credits
- Parcel D
 - 200 Acres, 30.97 Credits
- Parcel E
 - 350 Acres, 74.60 Credits
- Total Evaluated
 - 904 Acres, 146.06 Credits



Mitigation Options

- Impacts:
 - 60 acres
 - 38.57 credits
functional loss
- Mitigation need
 - 39 credits
 - 136 credits available
- Impact Fee to NWFWMMD
- County Acquisition
- Development of a ROMA
- Pilot Project – Jones Swamp

Conclusions

- There is sufficient acreage of wetlands available to offset impacts due to the roadway improvement projects based on landowner response from a 2008 request from the Board for willing sellers (need ~39 credits, over 136 credits available)
- Additional wetland acreage is available beyond these responses
- If shown effective through the Jones Swamp initiative, further land acquisition and development of a regional ROMA may be the overall option.

Direction

- Direct staff to develop a ROMA for Jones Swamp as a pilot project
- Direct staff to define costs/revenue to acquire sufficient environmentally sensitive lands to develop a regional ROMA for comparison against paying approximately \$6.3 million to the Water Management District



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-1060 Clerk & Comptroller's Report Item #: 14. 1.

BCC Regular Meeting

Meeting Date: 07/21/2011
Issue: Acceptance of Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. Payroll Expenditures for Pay Date July 8, 2011, in the amount of \$2,092,501.76;
- B. The following two Disbursement of Funds:
- (1) June 30, 2011, to July 6, 2011, in the amount of \$8,369,251.13; and
 - (2) July 7, 2011, to July 13, 2011, in the amount of \$4,563,264.84;
- C. The Tourist Development Tax Collections Data for May 2011 returns received in the month of June 2011; notable statistics include:
- > Returns for the month of May 2011 indicate an increase in collections over the month of May 2010 by 22.23%
 - > 75% into Fiscal Year 2010-2011, \$3,701,819, or 71.53% of the budgeted revenue, has been collected
 - > Year-to-date collections indicate a steady trend of 17% increase over the same nine-month time period in Fiscal Year 2009-2010
 - > Overall growth in taxable rental receipts over this time period last year is 15%
- D. The Investment Report for month ended June 30, 2011.
(Backup to be distributed under separate cover)

Attachments

20110721 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: July 8, 2011

Check No:	\$0.00
Direct Deposits:	\$1,123,200.89
Total Deductions and Matching Costs:	\$969,300.87
Total Expenditures:	\$2,092,501.76

2011 JUL -6 A 10:24
 THE BOARD OF
 COMMISSIONERS
 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
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 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

06/30/11 to 07/06/11

DISBURSEMENTS

Computer check run of:

07/06/11 \$ 0.00

L-Vendor \$ 0.00

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Elected Official \$ 8,356,609.51

Preferred Governmental Claims \$ 0.00

Credit Card Purchases \$ 12,641.62

Total Disbursement by Wire \$ 8,369,251.13

TOTAL DISBURSEMENTS \$ 8,369,251.13

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 JUL -6 A 11:39
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL



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

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & 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:

07/07/11 to 07/13/11

DISBURSEMENTS

Computer check run of:

07/13/11 \$ 3,809,194.89

L-Vendor \$ 74,765.37

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims \$ 73,736.43

Credit Card Purchases \$ 7,264.23

Other Veolia Transportation \$ 542,303.92

FL Tourism - Deep Water Horizon Oil Spill
 Pensacola Bay Area Chamber \$ 56,000.00

Total Disbursement by Wire \$ 679,304.58

TOTAL DISBURSEMENTS \$ 4,563,264.84

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 JUL 14 A 8:19
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL



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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2011 JUL -6 P 4: 58
 OF THE BOARD OF
 COUNTY COMMISSIONERS

DATE: July 7, 2011

SUBJECT: Tourist Development Tax (TDT) Collections

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the May 2011 returns received in the month of June 2011, as prepared by the Finance Department of the Clerk and Comptroller's Office.

Notable statistics Include:

- Returns for the month of May 2011 indicate an increase in collections over the month of May 2010 by 22.23%.
- We are 75% into fiscal year 2011 and have collected \$3,701,819 or 71.53% of the budgeted revenue for fiscal 2011.
- Year-to-date collections indicate a steady trend of 17% increase over the same nine month time period in fiscal year 2010.
- Overall growth in taxable rental receipts over this time period last year is 15%.

PLS/nac

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF JUNE 30, 2011

Zip Code	Fiscal Year 2011	Fiscal Year 2010	Difference	% Change
	YTD Collected	YTD Collected		
32501	143,637	184,298	(40,661)	-22%
32502	202,877	133,513	69,364	52%
32503	14,457	13,573	884	7%
32504	613,491	522,071	91,420	18%
32505	178,194	171,563	6,631	4%
32506	139,679	134,384	5,295	4%
32507	451,392	471,372	(19,980)	-4%
32514	277,407	255,375	22,032	9%
32526	146,612	141,850	4,761	3%
32534	93,730	86,731	6,999	8%
32535	1,805	1,935	(130)	-7%
32561	1,438,418	1,046,172	392,246	37%
32562	-	-	-	0%
32577	120	265	(145)	0%
Total	\$ 3,701,819	\$ 3,163,100	\$ 538,718	17%

7/21/2011
CR I-1C

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2011
 AS OF JUNE 30, 2011

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 Including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/10	21,896	5%	17,684	4%	1,722	0%	70,447	16%	18,874	4%
11/10	23,789	6%	14,335	4%	1,948	1%	69,705	19%	18,057	5%
12/10	21,317	7%	15,137	5%	1,569	1%	57,187	19%	12,376	4%
01/11	17,711	7%	11,472	4%	743	0%	51,025	20%	13,312	5%
02/11	9,918	4%	19,443	8%	1,169	0%	57,730	23%	13,236	5%
03/11	9,794	3%	22,764	7%	1,248	0%	59,147	18%	23,956	7%
04/11	12,775	2%	30,643	6%	2,107	0%	85,200	16%	26,271	5%
05/11	12,961	2%	34,719	6%	1,969	0%	77,667	14%	24,272	4%
06/11	13,476	2%	36,680	5%	1,984	0%	85,383	13%	27,840	4%
Total	\$ 143,637	4%	202,877	5%	\$ 14,457	0%	\$ 613,491	17%	\$ 178,194	5%

Month of Collection	Zip Code									
	32508		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/10	11,393	3%	60,796	14%	30,769	7%	16,363	4%	9,402	2%
11/10	11,703	3%	41,428	11%	29,710	8%	11,481	3%	9,788	3%
12/10	14,069	5%	30,736	10%	24,728	8%	20,226	7%	7,346	2%
01/11	10,477	4%	28,256	11%	25,345	10%	16,739	7%	9,937	4%
02/11	14,348	6%	26,609	10%	25,237	10%	14,356	6%	9,025	4%
03/11	15,671	5%	33,293	10%	30,339	9%	15,549	5%	11,994	4%
04/11	18,916	4%	68,184	13%	36,272	7%	20,874	4%	13,202	2%
05/11	20,086	4%	70,097	13%	37,541	7%	18,498	3%	11,374	2%
06/11	23,015	3%	91,993	14%	37,466	6%	12,526	2%	11,664	2%
Total	\$ 139,679	4%	\$ 451,392	12%	\$ 277,407	7%	\$ 146,612	4%	\$ 93,730	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/10	220	0%	169,567	40%	-	0%	-	0%	429,133	100%
11/10	257	0%	136,086	37%	-	0%	-	0%	368,286	100%
12/10	234	0%	97,021	32%	-	0%	-	0%	301,946	100%
01/11	67	0%	71,643	28%	-	0%	-	0%	256,727	100%
02/11	124	0%	65,154	25%	-	0%	-	0%	256,349	100%
03/11	128	0%	98,212	30%	-	0%	-	0%	322,095	100%
04/11	242	0%	215,548	41%	-	0%	20	0%	530,253	100%
05/11	260	0%	247,533	44%	-	0%	-	0%	556,977	100%
06/11	272	0%	337,654	50%	-	0%	100	0%	680,051	100%
Total	\$ 1,805	0%	\$ 1,438,418	39%	\$ -	0%	\$ 120	0%	3,701,819	100%

7/21/2011
CRI-1C

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2010
 AS OF JUNE 30, 2010

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/09	17,655	5%	14,969	4%	1,605	0%	53,726	15%	15,593	4%
11/09	20,158	6%	15,208	5%	1,880	1%	53,405	17%	15,676	5%
12/09	16,093	6%	11,676	4%	1,489	1%	50,296	18%	13,741	5%
01/10	15,639	7%	9,469	4%	842	0%	48,563	22%	14,523	7%
02/10	16,362	7%	13,327	6%	1,326	1%	47,487	21%	13,530	6%
03/10	18,278	7%	12,677	5%	1,137	0%	51,045	19%	19,099	7%
04/10	22,537	5%	18,328	4%	1,920	0%	67,489	15%	21,447	5%
05/10	24,812	5%	18,903	4%	1,463	0%	71,693	15%	25,382	5%
06/10	32,764	6%	18,956	3%	1,911	0%	78,366	14%	32,570	6%
Total	\$ 184,298	6%	\$ 133,513	4%	\$ 13,573	0%	\$ 522,071	17%	\$ 171,563	5%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/09	12,677	3%	57,614	16%	26,218	7%	13,660	4%	9,501	3%
11/09	11,139	4%	38,627	12%	27,585	9%	14,655	5%	10,619	3%
12/09	14,028	5%	60,090	21%	23,450	8%	14,850	5%	8,245	3%
01/10	8,852	4%	22,098	10%	21,769	10%	14,883	7%	8,156	4%
02/10	15,368	7%	26,919	12%	19,706	9%	12,274	5%	7,408	3%
03/10	13,900	5%	38,350	14%	23,530	9%	12,117	5%	7,888	3%
04/10	17,763	4%	71,651	16%	34,306	8%	19,957	5%	11,319	3%
05/10	19,322	4%	71,450	15%	37,153	8%	18,977	4%	10,866	2%
06/10	21,334	4%	84,573	15%	41,658	7%	20,478	4%	12,729	2%
Total	\$ 134,384	4%	\$ 471,372	15%	\$ 255,375	8%	\$ 141,850	4%	\$ 86,731	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/09	240	0%	143,076	39%	-	0%	-	0%	366,536	100%
11/09	224	0%	108,720	34%	-	0%	-	0%	317,897	100%
12/09	258	0%	71,750	25%	-	0%	-	0%	285,967	100%
01/10	113	0%	54,497	25%	-	0%	265	0%	219,667	100%
02/10	82	0%	55,390	24%	-	0%	-	0%	229,179	100%
03/10	200	0%	70,410	26%	-	0%	-	0%	268,630	100%
04/10	252	0%	153,381	35%	-	0%	-	0%	440,348	100%
05/10	324	0%	178,149	37%	-	0%	-	0%	478,494	100%
06/10	242	0%	210,799	38%	-	0%	-	0%	556,381	100%
Total	\$ 1,935	0%	\$ 1,046,172	33%	\$ -	0%	\$ 265	0%	\$ 3,163,100	100%

7/21/2011
CRI-1C

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2000-2011											
Month Of Collection	For The Month Of												
		2000*	2001*	2002*	2003*	2004*	2005*	2006*	2007*	2008*	2009*	2010*	2011*
OCT	SEP	200,762	211,900	184,219	193,564	224,446	248,504	302,728	245,125	288,077	277,444	274,902	321,850
NOV	OCT	151,712	164,993	152,568	190,161	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214
DEC	NOV	138,641	150,482	148,279	156,742	182,428	214,278	229,491	212,939	206,205	185,367	214,475	226,459
JAN	DEC	106,778	116,281	123,532	129,124	143,891	208,669	198,766	179,798	163,665	169,734	164,750	192,546
FEB	JAN	122,200	138,645	137,875	150,788	142,928	201,031	205,121	179,184	180,694	176,773	171,885	192,262
MAR	FEB	155,537	167,608	178,986	180,228	221,737	205,903	225,806	212,686	227,362	215,131	201,473	241,571
APR	MAR	237,545	253,669	280,786	278,843	313,139	261,605	312,491	328,479	344,151	297,195	330,261	397,690
MAY	APR	256,211	244,146	244,453	293,130	338,856	259,188	288,754	315,555	303,720	338,268	358,871	417,733
JUN	MAY	280,677	283,357	304,798	323,467	346,125	295,677	343,616	387,614	474,863	387,513	417,285	510,038
TOTAL		1,650,061	1,731,081	1,755,495	1,896,046	2,125,066	2,127,475	2,369,034	2,286,027	2,427,327	2,278,786	2,372,325	2,776,364

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

7/21/2011
CR I-1C

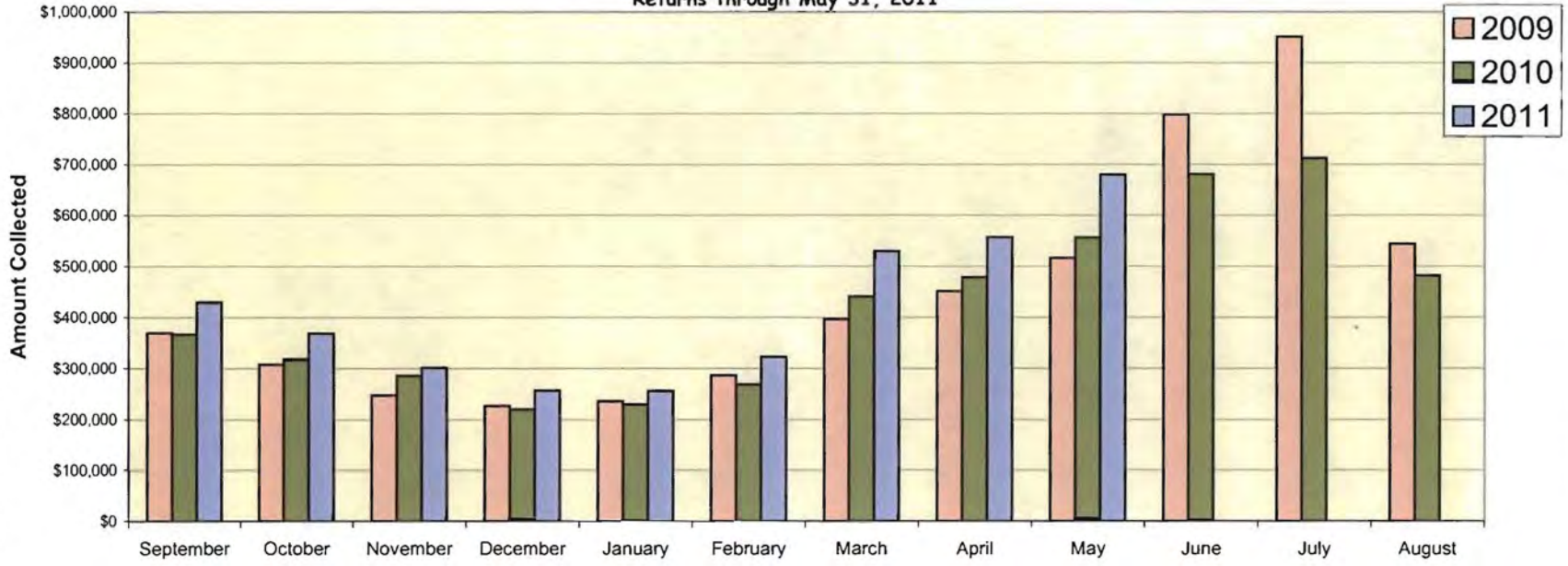
TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY, FLORIDA

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2000-2011											
Month Of Collection	For The Month Of												
		2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
OCT	SEP	-	68,206	59,037	61,683	72,025	80,772	100,760	81,708	96,026	92,482	91,634	107,283
NOV	OCT	-	53,748	49,602	61,914	68,243	77,125	87,266	74,882	79,530	77,120	79,474	92,072
DEC	NOV	-	49,252	48,368	51,137	59,544	71,106	76,287	70,980	68,735	61,789	71,492	75,487
JAN	DEC	-	37,986	40,269	41,904	46,802	69,486	65,960	59,933	54,555	56,578	54,917	64,182
FEB	JAN	-	45,200	44,495	48,987	46,458	66,731	67,836	59,728	60,231	58,924	57,295	64,087
MAR	FEB	-	54,344	57,773	58,194	71,404	68,324	74,453	70,895	75,787	71,710	67,158	80,524
APR	MAR	-	82,037	90,216	89,840	100,682	86,518	103,411	109,493	114,717	99,065	110,087	132,563
MAY	APR	-	78,406	78,129	93,398	107,864	85,729	94,971	105,185	101,240	112,756	119,624	139,244
JUN	MAY	-	90,851	97,276	104,959	115,334	96,938	113,025	129,205	158,288	129,171	139,095	170,013
TOTAL		-	560,030	565,165	612,015	688,355	702,728	783,969	762,009	809,109	759,595	790,775	925,455

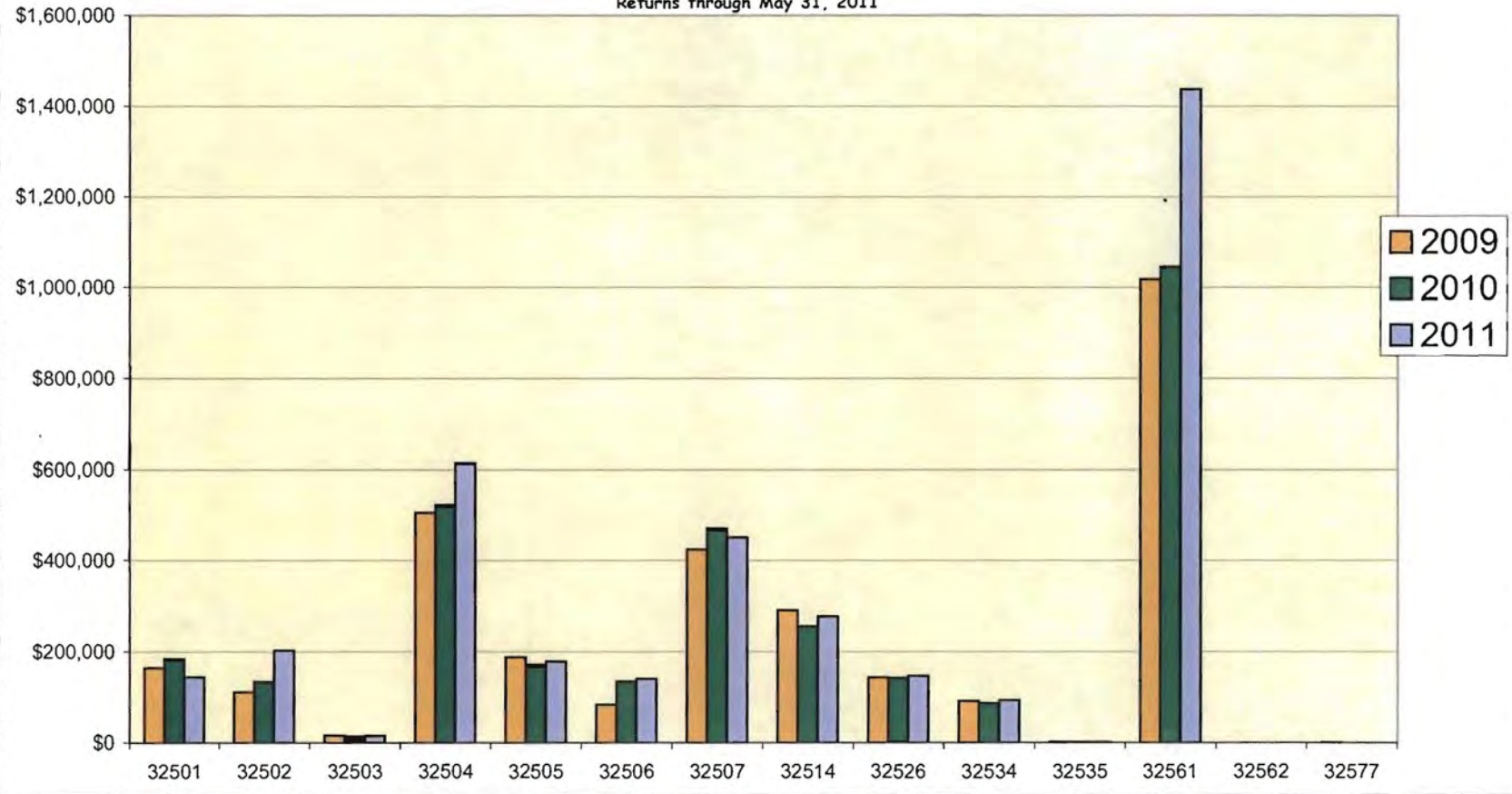
Source: Spreadsheet entitled "Revenue Calculations", line 5 for the current month.

7/21/2011
CR 1-1C

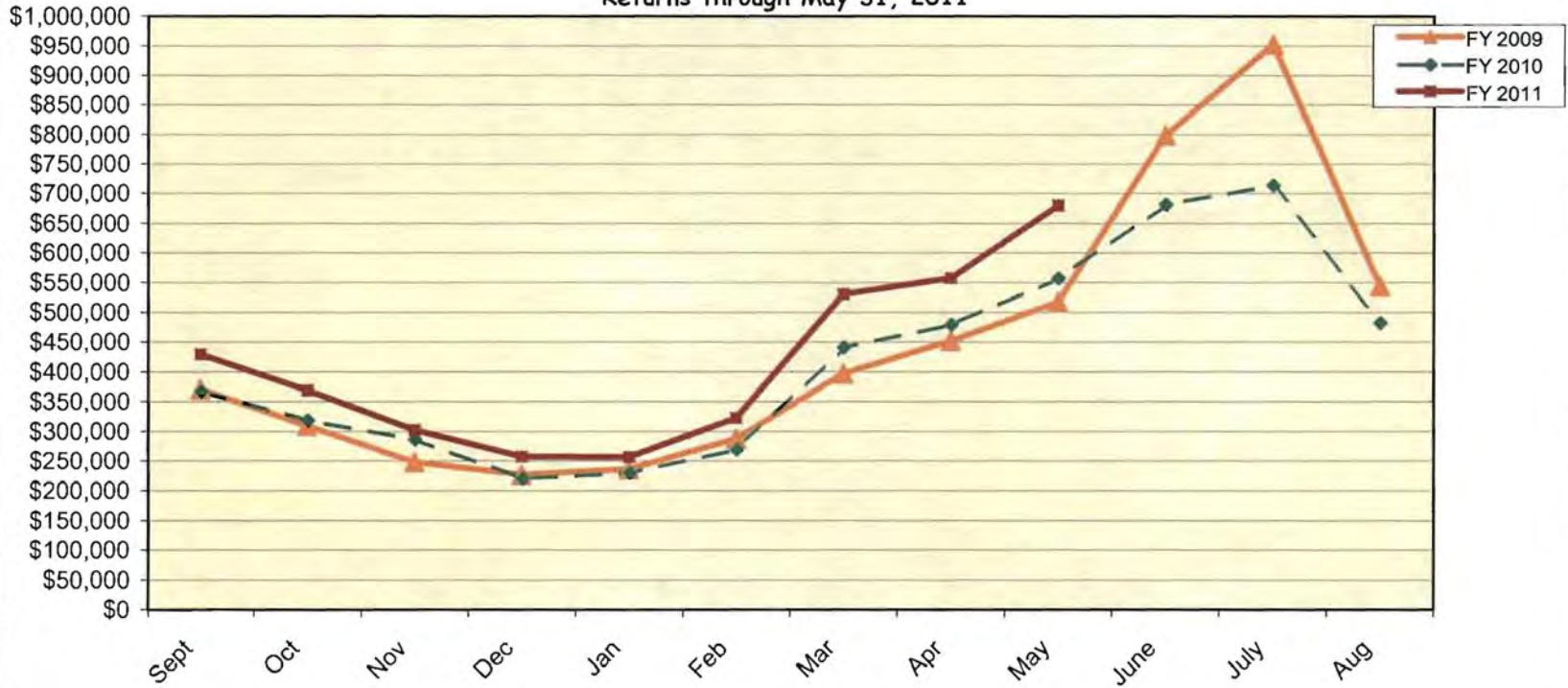
Tourist Development Tax Collections
 Fiscal Year 2011
 Returns through May 31, 2011



Tourist Development Tax Collections
 Comparison by Zip Code
 Fiscal Year 2011
 Returns through May 31, 2011



TOURIST DEVELOPMENT TAX
 3 YEAR TRENDLINE
 Fiscal Year 2011
 Returns through May 31, 2011



YTD



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-1061 **Clerk & Comptroller's Report** **Item #: 14. 2.**

BCC Regular Meeting

Meeting Date: 07/21/2011
Issue: Acceptance of Documents
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

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

That the Board accept, for filing with the Board's Minutes, two certified proofs of publication for advertisements published in The Escambia Sun-Press, LLC, on July 7, 2011, for unclaimed monies held by the Office of the Clerk of the Circuit Court and Comptroller for cash bonds and overpayments, as provided to the Clerk to the Board's Office on July 12, 2011.

Attachments

20110721 CR I-2

THE ESCAMBIA SUN-PRESS, LLC



LEGAL NOTICE

PUBLISHED WEEKLY SINCE 1948

(Warrington) Pensacola, Escambia County, Florida

NOTICE IS HEREBY GIVEN THAT THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S OFFICE INTENDS TO INITIATE FORFEITURE PROCEEDINGS PURSUANT TO SECTION 116.21 FLORIDA STATUTES AGAINST UNCLAIMED MONIES. PERSONS HAVING OR CLAIMING ANY INTEREST IN SAID FUNDS OR ANY PORTION OF THEM, SHALL FILE THEIR WRITTEN CLAIMS WITH THE CLERK OF ESCAMBIA COUNTY, FLORIDA, HAVING CUSTODY OF SUCH FUNDS BY SEPTEMBER 1, 2011. SUFFICIENT PROOF SHALL BE SUBMITTED TO SAID CLERK OF OWNERSHIP AND UPON DOING SO SHALL BE ENTITLED TO RECEIVE SAID FUNDS IF UNCLAIMED, THESE FUNDS SHALL BE DECLARED FORFEITED TO THE ESCAMBIA COUNTY CLERK'S FINE AND FORFEITURE FUND AND ALL CLAIMS SHALL BE FOREVER BARRED.

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared
Michael J. Driver

who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE in the matter of UNCLAIMED MONIES CLAIM MONIES BEFORE: 09/01/2011 CASH BONDS

_____ in the _____ Court
was published in said newspaper in the issues of _____
JULY 07, 2011

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Michael J. Driver

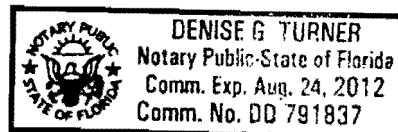
PUBLISHER

Sworn to and subscribed before me this 07TH
day of JULY A.D., 20 11

Denise G. Turner

DENISE G. TURNER

NOTARY PUBLIC



7/21/2011
CR I-2

Cash Bonds Depositor	Amount
Amanda M Clark	\$ 250.00
Anthony I. Gardner	\$ 100.00
Chad Alioth	\$ 250.00
Christopher Kelly	\$ 250.00
David E. Bonds Jr	\$1000.00
David S. Friedman	\$ 50.00
Eduardo N. Cazares	\$ 250.00
Gena Johnson	\$ 500.00
Gottfried S. Wild	\$ 500.00
Hugh A. Oden	\$ 300.00
Jacob Boutin	\$ 27.00
Jeffrey P. Davidson	\$1000.00
Jeremy S. Platt	\$ 200.00
Jodi C. Salgado	\$ 500.00
Joseph E. Campbell	\$ 100.00
Julie Andrepont	\$ 250.00
Juliegha Dennis	\$ 200.00
Marcus A. Richardson	\$ 50.00
Melissa Collins	\$ 25.00
Melissa Collins	\$ 50.00
Miguel V. Colin Cabrera	\$ 120.29
Monkeshi S. Jefferson	\$ 100.00
Shanee M. Braud	\$ 100.00
Tequillia D. Kidd	\$ 100.00
Thomas K. Waugh	\$ 50.00
Thomas W. Vaughn	\$ 177.00
Thomas W. Vaughn	\$ 100.00

oaw-1w-7-7-2011

THE ESCAMBIA SUN-PRESS, LLC



PUBLISHED WEEKLY SINCE 1948

(Warrington) Pensacola, Escambia County, Florida

LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S OFFICE INTENDS TO INITIATE FORFEITURE PROCEEDINGS PURSUANT TO SECTION 116.21 FLORIDA STATUTES AGAINST UNCLAIMED MONIES. PERSONS HAVING OR CLAIMING ANY INTEREST IN SAID FUNDS OR ANY PORTION OF THEM SHALL FILE THEIR WRITTEN CLAIMS WITH THE CLERK OF ESCAMBIA COUNTY, FLORIDA, HAVING CUSTODY OF SUCH FUNDS BY SEPTEMBER 1, 2011. SUFFICIENT PROOF SHALL BE SUBMITTED TO SAID CLERK OF OWNERSHIP AND UPON DOING SO SHALL BE ENTITLED TO RECEIVE SAID FUNDS. IF UNCLAIMED, THESE FUNDS SHALL BE DECLARED FORFEITED TO THE ESCAMBIA COUNTY CLERK'S FINE AND FORFEITURE FUND AND ALL CLAIMS SHALL BE FOREVER BARRED.

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared

Michael J. Driver

who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE in the matter of UNCLAIMED MONIES CLAIM MONIES BEFORE:09/01/2011 OVER PYMTS

_____ in the _____ Court was published in said newspaper in the issues of _____ JULY 07, 2011

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

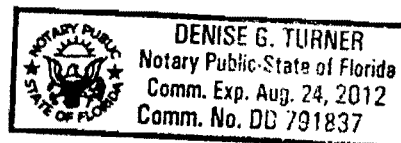
Overpayments Depositor	Amount
Alexander Thomas	\$ 109.20
Andrea Lynn Pell	\$ 12.50
Brenna Mae Wood	\$ 40.01
Carol K Hatcher	\$ 12.50
Christopher James Adams	\$ 12.50
Daniel Bowers	\$ 25.00
David Long	\$ 20.00
Derrick Lavice Pickens	\$ 45.52
Elizabeth Ashton Wiggins	\$ 24.50
Emerald Coast Title	\$ 8.50
First American Title Insurance	\$ 83.66
First Attorney Title Inc	\$ 8.50
First National Bank & Trust	\$ 8.50
Jacob Kemp Goudeau	\$ 46.00
Jacqueline J Josh	\$ 65.50
Jeannette Ruth Driver	\$ 12.50
Jeremy Brent Pevchouse	\$ 18.00
Jessica Ann Hall	\$ 12.50
Jordan A Brown	\$ 33.35
Julian Antonio Reece	\$ 21.13
Kyle Joseph St Pierre	\$ 108.11
Landcastle Title	\$ 27.00
Law Offices of Marshall C Watson	\$ 16.00
Luis A Duran	\$ 65.00
Malcolm Robinson	\$ 88.58
Mari Lois Lewis Craig	\$ 15.00
Mary V Handel	\$ 25.50
Michael G Franze	\$ 65.00
Michael Marshall	\$ 50.00
Paul Wayne Mathis	\$ 20.00
Perry Roofing Contractors	\$ 220.00
Ramiro Vidales	\$ 12.50
Refs Title	\$ 54.50
RLH Construction LLC	\$ 75.00
Rosalind Kimberly McCoulough	\$ 25.00
Ryan P Vandervort	\$ 16.50
Ryder Transportation	\$ 12.50
Southern Builders & Developers of NW FL Inc	\$ 20.00
Suntrust Mortgage Inc	\$ 8.50
Susan Kaemmerling	\$ 50.00
Titleserv Inc	\$ 27.50
Transcontinental Title Co	\$ 150.62
Watson Title Insurance	\$ 20.00
Wells Fargo	\$ 6.00
White Construction Co	\$ 12.50
William Wade Wilkins	\$ 25.00
Wright & James PC	\$ 28.80

oaw-1w-7-7-2011

Michael J. Driver
PUBLISHER

Sworn to and subscribed before me this 07TH day of JULY A.D., 20 11

Denise G. Turner
DENISE G. TURNER NOTARY PUBLIC



7/21/2011
CR I-2

interoffice
MEMORANDUM

DATE: July 12, 2011
From: Maria Orf, Accounting *mjo*
To: Doris Harris - Director, Clerk to the Board
Subject: Ad for Unclaimed Funds

Attached are copies of invoice and advertisements placed in the Sunpress for unclaimed funds that need to be submitted at the next board meeting.

Please send me a copy of the minutes of the meeting.

Thanks

2011 JUL 12 AM 03
THE BOARD OF
COMMISSIONERS
STATE OF FLORIDA
TALLAHASSEE, FL



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-1062 **Clerk & Comptroller's Report** **Item #: 14. 3.**

BCC Regular Meeting

Meeting Date: 07/21/2011
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 Joint Meeting of the Board of County Commissioners and the Pensacola City Council held June 30, 2011;
- B. Approve the Minutes of the Regular Board Meeting held July 7, 2011;
- C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 7, 2011; and
- D. Approve the Minutes of the Special Joint Meeting of the Board of County Commissioners and the District School Board held July 11, 2011.

Attachments

20110721 CR I-3

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA REVIEW
HELD JULY 7, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:04 a.m. – 10:19 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
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney
Cheryl Maher, Accounting Supervisor, Clerk and Comptroller's Office
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., July 7, 2011, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, reviewed the agenda cover sheet;
 - B. Cheryl Maher, Accounting Supervisor, Clerk and Comptroller's Office, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. County Administrator Oliver and Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, reviewed the County Administrator's Report;
 - E. County Attorney Rogers and County Administrator Oliver reviewed the County Attorney's Report; and
 - F. Commissioner White, County Administrator Oliver, and Keith Wilkins, Community & Environment Department Director, reviewed Commissioner White's add-on item.

AGENDA WORK SESSION:

July 7, 2011

NAME

DEPARTMENT/AGENCY

1	LARRY GOODWIN	PUL
2	Amy Loney	MBS
3	Pat Ahm	PRM
4	Boo Soerels	HR
5	Theo Letman	ECA T
6	Keith Wilkins	C+E
7	Allison Cain	DSD
8	Brent Mesvik	C+E
9	Jay Backman	PH
10	Claudia Sumner	Surch
11	Ann Missenwhite	JT
12	Sandra Slay	Env Enf
13	Ron & Erin	collections
14	Allan Brazner	BCC D1
15	Becky Angleton	BCC D4
16	Dawn Jacobs	BCC D5
17	Dan	BCC-2
18	D. Simpson	Co Atty Office
19	LLOYD KERN	DSD
20	Tim Day	C+E
21	Don & Lis Barber	Citizen
22	Marilyn Wesley	DCA
23	D. D. D.	PW FACILITIES MET
24	Frank Nye	PNJ
25	Franky Wickerson	NEPT
26	Chris Ottobrod	ECA T
27	Mike HARDIN	SOE
28	Steve Littlejohn	EC
29	Althea N. Nubrunin	NA
30	Mike Weavel	PS

AGENDA WORK SESSION: July 7, 2011

(Handwritten mark)

NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	Susan Hoet	CEO/sum/p&R
2	Larry Neeson	JCA
3	Susan Hendrix	Co. Admin
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AGENDA WORK SESSION: July 7, 2011

NAME

DEPARTMENT/AGENCY

1	Cheryl Maher	Clerk's Finance
2	Doris Harris	Clerk to the Board
3	RANDY OLIVER	COUNTY ADMIN.
4	Judy Witterstaeter	
5	Wanda Robertson	BCC
6	KEVIN W WHITE	BCC
7	Gene M. Valentin	BCC
8	Maria Young	BCC
9	Grover Robinson	BCC
10	AA	City Atty
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1100 **Growth Management Report** **Item #: 14. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 07/21/2011
Issue: Schedule of Public Hearing
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing

That the Board authorize the scheduling of the following Public Hearing:

Thursday, August 4, 2011

5:48 p.m. - Public Hearing- Comprehensive Plan Text Amendment - Chapter 7, "Future Land Use Element"



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1018

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/21/2011

Issue: Residential Rehab Grant Program 16 Cancellations of Liens

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program 16 Cancellation of Liens - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following July 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program:

A. Approving the following 16 Residential Rehab Grant Program Cancellations of Liens, since the Grant recipients have met their Grant requirements:

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Jo Ann Welch	548 South 1st Street	\$900
Mary E. Meadows	402 West Sunset Avenue	\$3,296
Jean McPhee	415 Gibbs Road	\$2,900
Michael E. Dancer	302 Bryant Road	\$3,711
Wanda D. Brown	416 South 1st Street	\$5,685
Emory Bailes and Deborah Bailes	12 Lincoln Road	\$3,150
Michael C. Smith and Gwendolyn F. Smith	1228 West Bobe Street	\$1,991
John Michael	500 N. Wentworth Street	\$4,837
James Berry	1403 North "U" Street	\$1,640
James Rogers and Jennie Rogers	605 Rue Max Street	\$2,888
Lewis J. Rice	209 Ruberia Avenue	\$1,075
Mikal E. Kissick	202 Mandalay Drive	\$828
Edward P. Germann	210 Ruberia Avenue	\$1,700
Crystal J. Bryars	206 Lakewood Road	\$6,000
Myrtle Barnes	1202 Wisteria Avenue	\$1,701

Paul R. Barfield and Doreen H. Barfield	505 Lakewood Road	\$1,893; and
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B. Authorizing the Chairman to execute the Cancellation of Liens.

BACKGROUND:

On July 21, 2011, a CRA meeting was convened to consider approval of the 16 Cancellation of Liens. The above referenced property owners have satisfied the one-year compliance with the Grant program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved 17 Cancellation of Liens as to form and legal sufficiency.

PERSONNEL:

No additional personnel are required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board ratification approving the Residential Rehab Grant Program Cancellation of Liens.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Liens.

Attachments

16 Lien CX 7_21_11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$900, executed by Jo Ann Welch and recorded in Official Record Book 6601 at pages 333-334, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Kristin Hual
Title: HCA
Date: 6/24/11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$3,296, executed by Mary E. Meadows and recorded in Official Record Book 6573 at pages 409-410, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____
Title: _____
Date: 4/24/11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2,900**, executed by **Jean McPhee** and recorded in Official Record Book **6559** at pages **282-283**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____
Title: _____
Date: 6/24/11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$5,685**, executed by **Wanda D. Brown** and recorded in Official Record Book **6532** at pages **1051-1052**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____
Title: _____
Date: 6/24/11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$3,150**, executed by **Emory Bailes and Deborah Bailes** and recorded in Official Record Book **6539** at pages **879-880**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____
Title: ACh
Date: 6/24/11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,991**, executed by **Michael C. Smith and Gwendolyn F. Smith** and recorded in Official Record Book **6541** at pages **1480-1481**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

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

By: _____
Deputy Clerk

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: *Arnotin Hual*
Title: ACT
Date: 6/24/11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,640**, executed by **James Berry** and recorded in Official Record Book **6585** at pages **1559-1560**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: AUSTIN HUAL
Title: ACA
Date: 6/24/11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2,888**, executed by **James Rogers and Jennie Rogers** and recorded in Official Record Book **6565** at pages **1931-1932**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,075, executed by Lewis J. Rice and recorded in Official Record Book 6541 at pages 1478-1479, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$828**, executed by **Mikal E. Kissick** and recorded in Official Record Book **6565** at pages **1929-1930**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

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

By: _____
Deputy Clerk

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: *Dwight Hild*

Title: BOC

Date: 8/24/11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,700**, executed by **Edward P. Germann** and recorded in Official Record Book **6580** at pages **645-646**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

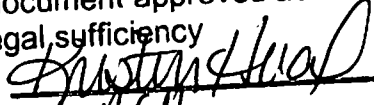
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

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

By: _____
Deputy Clerk

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency
By: 
Title: ACH
Date: 6/24/11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$6,000**, executed by **Crystal J. Bryars** and recorded in Official Record Book **6601** at pages **331-332**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____
Title: **ACA**
Date: **10/24/11**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,701, executed by Myrtle Barnes and recorded in Official Record Book 6601 at pages 329-330, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____
Title: ACA
Date: 6/24/11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,893, executed by Paul R. Barfield and Doreen H. Barfield and recorded in Official Record Book 6549 at pages 1904-1905, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Dustin Husel

Title: HCA

Date: 6/24/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-969

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/21/2011

Issue: CRA Meeting Minutes June 16, 2011

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning CRA Meeting Minutes June 16, 2011 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the June 16, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

BACKGROUND:

On June 16, 2011, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

CRA Minutes June 16, 2011



MINUTES
COMMUNITY REDEVELOPMENT AGENCY
June 16, 2011
8:45 a.m.

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

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

Commissioner Young called the meeting to order at 8:45a.m. Community & Environment Department (CED) staff requested Escambia County Community Redevelopment Agency (CRA) take the following actions:

A. Accept, for filing with the Board's Minutes, the June 16, 2011, CRA's Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA;

B. Rescind the Board's action of April 16, 2009, concerning the approval of the Commercial Façade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Richard J. Sanderson, owner of commercial property located at 3894 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$9,960, for the installation of storm windows;

C. Approve the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Eugene S. Kerr, owner of commercial property located at 1002 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$10,000, for painting the exterior of the building;

D. Approve the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Carco Properties, Inc., owner of commercial property located at 314 South Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$2,000, for the installation of a new sign; and

E. Authorizing the Chairman to sign the Funding and Lien Agreements, and any related documents.

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

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

The meeting adjourned at 8:46 a.m.

/vl



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-994 County Administrator's Report Item #: 14. 3.
BCC Regular Meeting Technical/Public Service Consent
Meeting Date: 07/21/2011
Issue: Enterprise Zone Development Agency Board Appointments
From: Keith Wilkins, REP
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Enterprise Zone Development Agency Board Appointments - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following July 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Enterprise Zone Development Agency (EZDA) Board:

A. Reappointing Larry Strain, Executive Director and Instructor of Management and MIS, University of West Florida Small Business Development Center, to serve a four-year term as an At-Large Representative, effective immediately until July 2015;

B. Reappointing Teresa Frye, Mortgage Loan Officer of Heritage Oaks Team "B", Navy Federal Credit Union, to serve a four-year term as a local Financial Entity representative, effective immediately until July 2015; and

C. Appointing Ruth McKinon, Coordinator of Training for Workforce & Economic Development, Pensacola State College Center, to serve a four-year term as an At-Large Representative, effective immediately until July 2015.

BACKGROUND:

On April 27, 2011, the EZDA Board recommended three separate appointments for approval as follows: 1) Larry Strain, Executive Director and Instructor of Management and MIS, University of West Florida Small Business Development Center, to serve a four-year term as an At-Large representative; 2) Teresa Frye, Mortgage Loan Officer of Heritage Oaks Team B, Navy Federal Credit Union, to serve a four-year term as a local Financial Entity representative; and 3) Ruth McKinon, Coordinator of Training for Workforce & Economic Development, Pensacola State College Center, to serve a four-year term as an At-Large representative. The resumés are attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

There were no legal documents considered.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will provide all administrative services for the EZDA Board.

POLICY/REQUIREMENT FOR BOARD ACTION:

Ordinance 2003-48 provides that the Board will appoint a board of commissioners to serve as the EZDA Board.

IMPLEMENTATION/COORDINATION:

CED/CRA staff convenes quarterly meetings with the EZDA Board to solicit its input and assistance in implementing the EZ Strategic Plan.

Attachments

Appointees' Resumes & Members Contact List

Teresa Frye

- Education** Bachelor of Science/Business Administration – University of West Florida 2001
Marketing with minor in Management
- Awards received** 2004 Distinguished Award from Florida Housing for closing the MOST number of first time home buyer loans in the State of Florida.
- Work experience**
- March 2010 to Present - Navy Federal Credit Union
Mortgage Loan Officer
- Specialize in loans.
- January 2006 to March 2010 - SunTrust Mortgage
Mortgage Loan Officer
- Specialize in first time home buyer loans. Including SHIP, BOND, & Rural Development loans.
 - Received Top Loan Producer Award in 2006 for closing 185 loans.
- August 2003 to January 2006 – Peoples First Community Bank
Mortgage Loan Officer
- Specialized in first time home buyer loans. Including SHIP, BOND, & Rural Development loans.
 - Received Top Loan Producer company wide in 2004 for closing 202 loans and Top Loan Producer company wide in 2005 for closing 198 loans company wide.
- June 1999 to August 2003 – Peoples First Community Bank
Mortgage Loan Processor
- October 1997 – June 1999 – Monsanto Employees Credit Union
Mortgage Loan Officer
- March 1996 – October 1997 - Barnett Bank / Nations Bank / Bank of America
Community Reinvestment Act Assistant
- February 1995 – March 1996 – Barnett Bank
Commercial Loan Processor
- August 1994 – February 1995 – Barnett Bank
Teller

1729 Condor Drive
Cantonment, FL 32533
850/473-7830 - Office
850/291-1374 - Cell
LStrain@uwf.edu

PROFESSIONAL EXPERIENCE:

11/97-present **SMALL BUSINESS DEVELOPMENT CENTER, UNIVERSITY OF WEST FLORIDA**
401 East Chase Street, Suite 100, Pensacola, Florida 32502

Executive Director and Instructor of Management and MIS: Manage and direct the operations of the UWF Small Business Development Center. Responsible for the activities of two SBDC offices and eight counseling outreach centers providing management assistance and training to small businesses in a four county region of Northwest Florida. Develop and implement strategic partnerships with the public and private sectors, determine program goals and their achievement, assure contract and budget compliance with a variety of funding agencies and the university, develop proposals and performance reports to various constituencies, and representing the SBDC throughout the UWF service area to economic development, business, legislative and educational organizations and leaders. Responsible for teaching three sections of Small Business Consulting per year or an equivalent of nine semester hours annually. Accomplishments:

- Improved cost effectiveness and efficiency of operations from seventh of nine in 1997 to first of nine SBDCs within the Florida Small Business Development Center Network.
- Crafted and implemented a strategic plan for the UWF SBDC outlining quantifiable goals and objectives.
- Met or exceeded all major SBA/FSBDC performance goals and objectives each year since 1997.

2/87-10/97 **SMALL BUSINESS DEVELOPMENT CENTER, LEHIGH UNIVERSITY**
621 Taylor Street, Rauch Business Center #37, Bethlehem, PA 18015

Director (6/88-10/1997): Managed and directed the operation of the Small Business Development Center (SBDC) which provides management assistance to existing and start-up small businesses in a four county area. Responsibilities included hiring and supervision of a 14 person consulting staff, managing five specialized client service programs, identification of new program opportunities, initiating public/private partnerships, proposal writing, grant administration, budget and contract management for federal, state, university, and private sector funding, planning and achieving contract performance requirements, legislative, public and government agency relations, representing the SBDC in the Lehigh Valley economic development community, program advocacy and outreach, private sector fund raising, providing specialized client consulting, and developing and implementing educational services to the Center's clients. Accomplishments:

- Named 1995 Eastern Pennsylvania Small Business Development Center of the Year by the U.S. Small Business Administration.
- Increased the level of private sector funding for Center operations 300% in three years.
- Gained consensus among 14 financial institutions to form a first of its kind loan pool for small and minority businesses.

Business Analyst (2/87-5/88): Provided consulting services to small businesses in a four county geographic area. Responsible for the operation of the SBDC's Berks County Outreach Center, providing service to approximately 300 clients annually. Client services included business and strategic planning, market analysis and planning, preparation of financing proposals, and other business assistance as needed.

Ruth McKinon
4416 Cedarbrook Drive
Pensacola, Florida 32526
850-304-6128
ruthmckinon@cox.net

CAREER OBJECTIVE

To hold a position that will afford the opportunity to use my skills and in-depth experience in providing and coordinating job skills training. Be a key contributor in the growth & development of the employees, as well as the success of the organization. Be on a team whose primary focus is making a difference in the lives of others

PROFESSIONAL EXPERIENCE

Pensacola State College – Pensacola, Florida **1997-present**
Coordinator of Training for Workforce & Economic Development
Adjunct Instructor

- Responsible for, implementation and the evaluation of corporate/workforce training for the community, business/ industry and governmental agencies
- Recruit, monitor, and evaluate adjunct faculty
- Manage the Downtown Center
- Develop comprehensive training and professional development program for the community, business/ industry, governmental agencies throughout the district
- Coordinate and conduct visits to businesses and government agencies to determine training needs
- Identify markets, plan, develop, conduct, and evaluate a comprehensive training and professional development program
- Develop customized training programs for community, business/ industry and governmental agencies
- Responsible for developing & scheduling open enrollment courses per school term
- Responsible for marketing all courses
- Participate in various professional committees: Continuing Adult Education Standing Committee (CAESC), Next Generation Learning Committee, Workforce Escarosa Committee
- Assist Workforce Escarosa – Rapid Response Team
- Collaborate with the local Workforce Board and area businesses/industry to determine training needs for creating a skilled workforce. (I. e. leadership skills, customer service skills, technical skills)
- Deliver training when appropriate
- Instruct PC soft skills classes for Corporate Clients, Continuing Workforce Education open enrollment classes, and Employee Development
- Facilitate Leadership classes for Corporate Clients (Achieve Global & DDI courses)
- Evaluate Courseware
- Assist Corporate clients with creating customize training

CHCS Services **2007 – 2008**
Corporate Trainer

- Developed and presented training curriculum and facilitated instruction of material to create understanding for managers, supervisors, and employees.
- Participated in needs analysis studies to determine training needs within the organization
- Conferred with management to gain knowledge of specific work situations requiring employees to master updates/ changes in policies, procedures, regulations, and technology
- Conducted training sessions: New Hire orientation, on-the-job training, use of computers and software, customer service, legal compliance, client product (Medicare, Medicare Supplement), and Leadership development.
- Formulated training outline and determined instructional methods such as individual training, group instruction, lectures, demonstrations, conferences, meetings, and workshops.
- Selected or developed testing and evaluation procedures used upon completion of training.

ESCAMBIA COUNTY ENTERPRISE ZONE DEVELOPMENT AGENCY BOARD						
Board Members	CATEGORY	TERM EXPIRES				
Bridgette Price	Local Chamber	9/20/2011	P.O. Box 550 Pensacola, FL 32591	Pensacola Bay Area Chamber of Commerce	438-4081	avpeconddev@pensacolachamber.com
Jay Bradshaw	Business located in EZ	3/18/2014	1555 Penguin Terrace Cantonment, FL 32533	Coastal Moving and Storage	602-7762	jay@mycoastalmoving.com
Larry Strain	At-Large	5/24/2011	401 E. Chase Street, Ste 100 Pensacola, FL 32502	UWF Small Business Development Center	473-7830	lstrain@uwf.edu
Meredith Nunnari, Vice Chair	Non Profit Organization located in EZ	3/18/2014	P.O. Box 18178 Pensacola, FL 32523	Escambia County Neighborhood Enterprise Foundation, Inc.	458-0466	meredith@nefi.gccoxmail.com
Jaunita Williams	Residents living in EZ	9/20/2011	318 Frisco Road Pensacola, FL 32507	Edgewater Homeowners' Association & Neighborhood Watch	455-6993	haucho@aol.com
Teresa Frye	Local Finance Entity	5/24/2011	9070 W. Hwy. 98 Pensacola, FL 32506	Navy Federal Credit Union	529-4007 cell 912-2973 wk	teresa_frye@navyfederal.org
Steven Littlejohn	Local Code Enforcement	12/11/2012	3363 West Park Place Pensacola, FL	Escambia County Environmental Code Enforcement	471-6161 cell 554-2759	steven_littlejohn@co.escambia.fl.us
Deputy Chief Larry Aiken, Chair	Local Law Enforcement	9/20/2011	1700 West Leonard Street Pensacola, FL 32501	Escambia County Sheriff's Office	436-9162	laiken@escambiaso.com
Susan Nelms	Local Workforce Development Board	9/20/2011	9111 Sturdevant Street, Suite A Pensacola, FL 32514	Workforce Escarosa	473-0939	snelms@escarosa.org
Lumon May	At-Large	1/21/2014	1525 North J Street Pensacola, FL 32503	Mays Construction	433-7319	lumonmay@bellsouth.net
Nita Freeman	Residents living in EZ	10/20/2012	420 Norris Avenue Pensacola, FL 32505	Bell Acres Neighborhood Watch	292-3879	nf.freeman@cox.net
Ruth McKinon	At-Large	7/21/2011	4416 Cedarbrook Drive Pensacola, FL 32526	Coordinator Training Development - Pensacola State College	484-1363	rmckinon@pensacolastate.edu
County Staff						
Eva A. Peterson	Division Manager		221 Palafox Place, Suite 305 Pensacola, FL	Escambia County Community Redevelopment Agency	595-3217	eapeters@myescambia.com
Ms. Clara Long	Urban Planner		221 Palafox Place, Suite 305 Pensacola, FL	Escambia County Community Redevelopment Agency	595-3596	cflong@myescambia.com

For Changes or Updates to Information, Please email: cflong@myescambia.com

Revised 06/23/11





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1004

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/21/2011

Issue: Enterprise Zone Development Agency Second Quarter Report

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Enterprise Zone Development Agency Second Quarter Report - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the July 21, 2011, Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) Second Quarter Report.

BACKGROUND:

In accordance with Ordinance 2003-48, creating the Escambia County EZDA, the agency is required to provide annual reports to the Board to evaluate the progress in implementing Escambia County's Enterprise Zone (EZ) Strategic Plan.

The information report to the Board consist of a copy of the EZDA Second Quarter Report (January 1 - March 31, 2011) and was submitted to the State of Florida, Office of Tourism, Trade and Economic Development. During the second quarter, over \$934,000 dollars in local, state, and federal incentives were utilized to stimulate private sector investment in the EZ.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff shall provide all administrative and staff services for the agency.

POLICY/REQUIREMENT FOR BOARD ACTION:

This information report is being provided in accordance with the requirements of Ordinance 2003-48.

IMPLEMENTATION/COORDINATION:

Preparation of the EZDA Second Quarter Report was coordinated with the following County Departments: County Attorney's Office, Development Services Department, Neighborhood Enterprise Foundation, Inc., and Public Works Department. The Chairperson of the EZDA Board approved the content of the information report.

Attachments

EZDA 2nd Quarter Report

EZDA QUARTERLY REPORT

EZDA MONTHLY INCENTIVE WORKSHEET

ENTERPRISE ZONE: Escambia County

EZ#: 1703

Contact Person: Clara Long, Urban Planner and EZ Coordinator

Escambia County Community Redevelopment Agency

Phone: 850-595-3596

Fax: 850-595-3218

Month(s): January 1 to March 31

Year: 2011

A. OPERATIONS AND ACCOMPLISHMENTS DURING THIS TIME PERIOD:

1 Meeting

Enterprise Zone Development Agency (EZDA) Board

01/27/11

OTHER OPERATIONS AND ACCOMPLISHMENTS:

From January 1 to March 31, 2011, County EZ staff made contact with **34** businesses and/or residents located within the EZ or businesses providing support services to the EZ.

B. ACCOMPLISHMENTS AND PROGRESS CONCERNING IMPLEMENTATION OF STRATEGIC PLAN:

Mission Statement: To revitalize the Enterprise Zone by building upon current Escambia County Community Redevelopment efforts that will induce business investments, increase livable-wage jobs, promote sustainable economic development and ensure a better quality of life for the residents.

Escambia County's EZ Strategic Plan identified the following seven major goal areas: Business Development, Workforce Development, Neighborhood and Housing Development, Environment, Infrastructure, Physical Appearance, and Public Safety and Security.

EZ Strategic Plan accomplishments for the period January 1 to March 31, 2011 are presented below. The goals and strategies are formatted to coincide with the EZ Strategic Plan.

BUSINESS DEVELOPMENT

Goal: Retain, expand, develop and recruit businesses that create livable-wage jobs in the EZ.

(A) Strategy: Implement a comprehensive marketing plan to induce business investment in the EZ.

Progress: EZ County staff and Pensacola Bay Area Chamber of Commerce continue to distribute commercial incentives packets to potential new and existing businesses. The Chamber of Commerce has made extra efforts in promoting the EZ incentives to their prospective and existing businesses. For the second quarter, incentive packets and information were provided to 25 businesses and/or residents within the EZ.

(B) Strategy: Retain and expand existing businesses.

Progress: During this quarter, 1 Commercial Façade, Landscape, and Infrastructure Grant and 1 Sign Grant were awarded to businesses located within the EZ. Additionally, 1 EZ incentive application for Job Tax Credit for Sales and Use Tax Refund, and 8 Building Materials Sales Tax Refund applications were submitted to the Department of Revenue. (See table below)

Incentives Awarded	
Façade and Streetscape Grants (Private Sector match equaled or exceeded \$24,000)	\$10,000
Sign Grants (Private Sector match equaled or exceeded \$3,962)	\$1,981
EZ Incentives (Business Equip. Sales Tax Refund)	\$0
EZ Incentives (Building Materials Sales Tax Refund) (Private Sector Investment = \$1,625,699)	\$37,409
EZ Incentives (Job Credit Taxes: Sales Tax and Corporate Income Tax)	\$2,232
Total	\$51,622

(C) Strategy: Recruit targeted industries and new businesses into the EZ.

Progress: Three **(3)** existing/new businesses submitted multiple EZ applications for Building Material Sales Tax Refund and Job Tax Credit for Sales and Use Tax to the Department of Revenue.

NEIGHBORHOOD AND HOUSING DEVELOPMENT

GOAL: Actively promote residential and neighborhood revitalization within the EZ.

(A) Strategy: Increase affordable housing opportunities in the EZ.

Progress: Multiple first time homebuyer programs are available for eligible homebuyers. Some Neighborhood Enterprise Foundation, Inc. (NEFI) Programs, such as the Neighborhood Stabilization Program (NSP), State Housing Initiatives Program (SHIP), and Hurricane Housing and Recovery Program (HHRP) are specifically targeted EZ areas. This quarter, **3** Habitat for Humanity homebuyers received principal mortgage reduction assistance through the NSP with each receiving a **\$30,000** subsidy for purchase of newly constructed homes, and **1** homebuyer received principal mortgage reduction through NSP of **\$35,000**. Additionally, **2** homeowners obtained down payment/closing cost assistance through the HHRP and SHIP programs for a total of **\$146,038**. Total assistance through homebuyer programs this quarter totaled **\$271,038**.



The Heritage Oaks Mobile Home Park Acquisition/Redevelopment Project – Escambia County’s agreement with Be Ready Alliance Coalition Effort (BRACE) has envisioned providing 50 units of affordable rental workforce housing at this foreclosed and severely deficient park, with 31 units targeted to clients at or below 50% area median income. During this quarter, **\$90,829** in NSP funds and **\$75,000** in Affordable Housing Loan funds were expended to assist in the infrastructure upgrades, demolition/removal of substandard mobile homes, and the purchase of new, energy efficient mobile homes. From the 31 units targeted to low income tenants, there were **9** units leased in this quarter.

(B) Strategy: Encourage rehabilitation of housing units in fair or poor condition in the EZ.

Progress: Escambia County’s NEFI Division provides multiple rehabilitation programs, depending on the condition of the unit. During this quarter, **1** homeowner received assistance in the amount of **\$29,435** for home repairs through the Community Development Block Grant (CDBG) Housing Rehabilitation Program. There was **1** homeowner assisted with code-related emergency housing repair assistance through the SHIP Program, totaling **\$14,181**, and **4** homeowners were assisted with connecting to sanitary sewer for a total amount of **\$8,465**. Total assistance through Escambia County Rehabilitation Programs this quarter was **\$52,081**.



Community & Environment Department/Community Redevelopment Agency (CED/CRA) awarded 6 Residential Rehab Grants in the amount of \$17,285, which stimulated over \$35,570 in private investment for the EZ area. These grants were awarded to assist residents with electrical rewiring, window replacements, installing storm shutters, sanitary sewer connections, and converting to central heating and air conditioning. This program provides up to a \$6,000 grant to be matched dollar for dollar by the property owner.

(C) Strategy: Promote open communication and two-way information between members of the EZ community and County government, especially in terms of what the community needs and community resources available to assist them, to enhance and sustain neighborhood revitalization efforts.

Progress: CEB/CRA staff continues to attend and participate in regularly scheduled neighborhood organization monthly meetings in the EZ to share information and gather input from the community.

ENVIRONMENT

GOAL: Promote achievement of a cleaner, healthier environment in the EZ to attract new businesses and sustain economic and residential development over the long-term.

(A) Strategy: Encourage business and residential development in the EZ that will support improved water quality in Bayou Chico, Bayou Grande, and Pensacola Bay.

Progress: Mahogany Mill Boat Ramp and the Mahogany Mill Road Construction: The roadway will be widened and will include a streetscape beautification project, and drainage improvements. In addition, construction plans will include the design of a public boat ramp to include; docks, parking, storm water detention, nature/educational path, public sanitation facilities and safety lighting. The total project cost is estimated over \$700,000 which will be funded through Barrancas Tax Increment Financing (TIF), NESD Capital Projects, LOST III, and Marine Resources.



(B) Strategy: Educate existing business owners and residents in the EZ about methods to reduce pollution and waste, and what the economic and other benefits are of doing so.

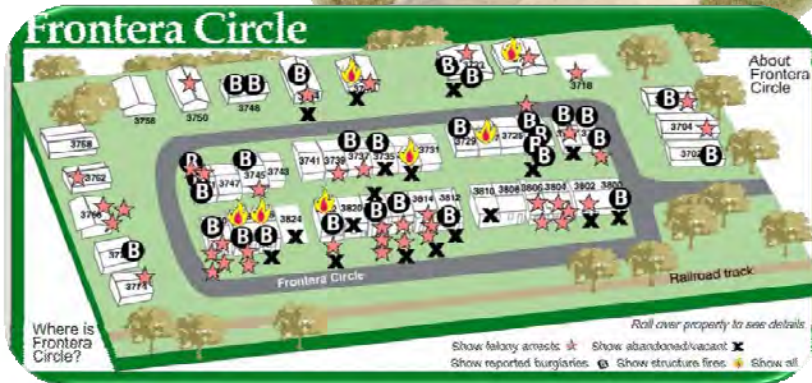
Progress: During this quarter, 1 neighborhood Clean Sweep in the EZ areas was completed with a total cost of **\$8,037**. A neighborhood meeting was held prior to the cleanup to inform and educate residents on proper disposal of debris, household appliances, hazardous waste (paint, oil, etc.), tires, and furniture. A total of 42 tons of trash/debris and tires were removed from the Warrington Redevelopment Area in Navy Point.

The Escambia County Sheriff's Office and other agencies conducted an Operation Clean Sweep in the Warrington Area near Gulf Beach Highway. There were 5 arrests made, 2 warrant services, 129 vehicles stopped at the check point location, 25 tickets issued, 51 cases opened, and 1 citation issued by the County's Environmental Code Enforcement Department. There was over 28 tons of debris/waste removed from this area.

A second Operation Clean Sweep was conducted in the northern part of the Brownsville Redevelopment Area. The Sheriff's Office reported 14 arrests made, 4 warrants served, 25 traffic citations issued, and the County's Code Enforcement issued 49 code citations which carry a fine of \$400 each bringing the total collection fees to \$19,600. There were 25 tons of debris/waste removed from this area.



Another successful Clean Sweep took place in the southern part of the Brownsville Redevelopment Area. The Sheriff's Office and other agencies conducted an Operation Clean Sweep targeting Frontera Circle which is one of the blighted neighborhoods in the redevelopment areas. Frontera Circle has 16 two-story townhouses and 16 single story townhouses that are dilapidated or have been abandoned. During this clean sweep, there were **56** traffic tickets issued for speeding and other violations, **30** sex offenders were questioned, **14** arrests were made, and County's Code Enforcement issued **2** citations and **49** new cases were opened for various code violations.



INFRASTRUCTURE

GOAL: Improve public infrastructure in the EZ.

(A) Strategy: Continue to plan and implement capital improvement programs outlined in the Barrancas, Brownsville, Englewood, Palafox, and Warrington Redevelopment Plans to stimulate reinvestment and enhance the quality of life in the EZ.

Progress: CED/CRA staff continues to support Capital Improvement Projects (CIP) in the Redevelopment Areas as follows:

Barrancas Redevelopment Area-

- Lexington Terrace Park Improvements – During this quarter, **\$20,312** in CDBG funds were expended.

Englewood Redevelopment Area-

- Handicapped accessible improvements were made to the County Employee Health clinic in the amount of **\$14,084**.

Palafox Redevelopment Area-

- Aviation Field/Dorrie Miller Infrastructure Improvements (Phase II): This project was completed this quarter, installing **158** sanitary sewer laterals in this neighborhood. Total expended amount for infrastructure was **\$317,623** in CDBG-Recovery funds.
- Chimes Way Park Improvements- During this quarter, **\$14,084** in CDBG funds were expended. The total completion cost was \$500,000.



Warrington Redevelopment Area-

- The Heritage Oaks Mobile Home Park Acquisition/Redevelopment Project: Escambia County’s agreement with BRACE has envisioned providing 50 units of affordable rental workforce housing at this foreclosed and severely deficient park, with 31 units targeted to clients at or below 50% area median income. During this quarter, **\$90,829** in NSP funds and **\$75,000** in Affordable Housing Loan funds were expended, including upgrades to the infrastructure, demolition/removal of substandard mobile homes, and the purchase of new, energy efficient mobile homes.

(B) Strategy: Provide funding and staffing for long-term maintenance of public infrastructure improvements.

Progress: CRA continues to provide funding for energy cost for streetlights throughout the residential neighborhoods and for irrigation systems in various rights-of-way, and landscape maintenance of several projects within the EZ. This quarter, costs totaled **\$76,666** for electricity, and **\$4,217** for long-term maintenance. These recurring expenses are paid from TIF Fund accounts established for the County’s five designated redevelopment areas.

CRA continues to fund and manage the long-term maintenance of the following streetscape projects:

Barrancas Redevelopment Area –

Olde Barrancas Medians and Observation Garden

Englewood Redevelopment Area –

“E” Street Rights-of-Way

Warrington Redevelopment Area -

Chief’s Way, Navy Boulevard Medians, and Warrington Gateway Park



PHYSICAL APPEARANCE

GOAL: Improve the physical appearance of the EZ.

(A) Strategy: Improve the appearance of commercial and industrial buildings on major transportation corridors or gateways in the EZ.

Progress: CED/CRA grant program continues to receive matching funds through CDBG and TIF for commercial businesses in EZ for exterior/façade, streetscape and related improvements along commercial corridors. CED/CRA awarded 1 Facade Grant and 1 Sign Grant totaling **\$11,981**.



(B) Strategy: Eliminate all dilapidated buildings in the EZ.

Progress: During this quarter, **2** property owners were assisted with the demolition of dilapidated structures through the County's CDBG Demolition Assistance Program. Funds expended were **\$4,311**.



C. NUMBERS AND TYPES OF BUSINESSES ASSISTED BY THE EZDA

Types of Assistance		Businesses Assisted*		
34	Phone Calls		Accommodations and Food Services	Manufacturing
25	Information Mailed		Administrative and Support and Waste Management and Remediation Services	1 Professional, Scientific, and Technical Services
9	Technical Assistance	5	Arts, Entertainment and Recreation	Restaurant
15	Met In Person		Construction	2 Retail Trade
			Finance and Insurance	Transportation and Warehousing
			Health Care and Social Assistance	1 Other Services

**Note: Businesses Assisted reflects the type of businesses within the EZ that made application for incentives from January 1 to March 31, 2011.*

D. NUMBER OF JOBS CREATED WITHIN THE ENTERPRISE ZONE

Business Name	New/Startup	Existing	Jobs Created
WALMART – NAVY BLVD		1	1
DENNIS PAEDAE	1		
ROBERT MANDEL	1		
BRUCE AND MARY JONES		1	
Total	2	2	1

Note: There was 1 job created from January 1 to March 31, 2011. There were 4 existing businesses/residents in the EZ to submit applications for the incentives.

E. NUMBER OF EZDA APPLICATIONS SUBMITTED 9



EZ Building Materials
Sales Tax Refund
Before & After



F. THE USAGE AND REVENUE IMPACT OF THE STATE INCENTIVES GRANTED

	Job Tax Credit (Sales Tax)	Job Tax Credit (Corporate Tax)	Business Equipment Sales Tax Refund	Building Materials Sales Tax Refund	Sales Tax Exemption for Electrical Energy	Property Tax Credit
Forms Received	<u>1</u> #DR-15JZ	<u>0</u> #F-1157Z	<u>0</u> #EZ-E	<u>8</u> #EZ-M	<u>0</u> #DR-15JEZ	<u>0</u> #F-1158Z
Forms Approved	1	0	0	0		
Forms Denied	0	0	0	0		
New Employees	1		0	0		
Estimated Amount of Monthly Wages	\$2,232					
Total \$ Amount of Business Equipment Purchased			\$0			
Total \$ Amount of Building Materials Purchased				\$1,625,699		
Estimated Total Amount of Tax Incentives			\$0	\$37,409		

G. THE USAGE AND REVENUE FOREGONE AND INVESTMENT GENERATED AS A RESULT OF LOCAL INCENTIVES GRANTED

LOCAL INCENTIVES

	Number of Businesses Utilizing Incentive	Total \$ Amount in Incentives
Local Option ED Property Tax Exemptions	0	\$0
Occupational License Fee Abatement	0	\$0
Utility Tax Abatement	0	\$0
Local Funds for Capital Projects Escambia County CED/CRA Commercial Façade, Landscape, and Infrastructure Grant Program	1	\$10,000
Sign Grant Program	1	\$1,981
Additional Local Government Services Committed to the Area Free Pre Application review by the Development Review Committee		\$0
Reduction of Specific Local Government Regulations to the Area	0	\$0
Total	2	\$11,981

*Estimated value based on 20 person-hours at \$30.00 per hour.

OTHER LOCAL INCENTIVES

	Number	Total \$ Amount
Escambia County Brownfields Program- US EPA Pilot Grant Brownfields CDBG allocation	0	\$0
Total	0	\$0

H. RESOURCES ACCESSED AS A RESULT OF BEING LOCATED IN AN ENTERPRISE ZONE.

Funding Sources	Number (Projects located in the 5 Redevelopment Areas – Barrancas, Brownsville, Englewood, Palafox and Warrington)	Total \$ Amount
CDBG & NSP	<u>3</u> CIP Projects	\$352,019
	<u>2</u> Commercial Façade & Sign Grants	\$11,981
	<u>2</u> Demolitions	\$4,311
Housing Projects (Affordable Housing Loan, NSP, SHIP, & HHRP)	<u>7</u> Infrastructure/Sewer/Housing Repairs	\$52,018
	<u>8</u> Housing Projects	\$436,867
LOST III	<u>0</u> Property Acquisition	
Safe Routes To School (SRTS) – Traffic Division	<u>0</u> Sidewalk Project	
Tax Increment Finance (TIF) Fund	<u>0</u> CIP Project	
	<u>0</u> Commercial Façade & Sign Grants	
	<u>6</u> Residential Rehab Grants	\$17,285
	<u>1</u> Clean Sweep	\$8,032
Total		\$882,513

EXECUTIVE OFFICE OF THE GOVERNOR
OFFICE OF TOURISM, TRADE, & ECONOMIC DEVELOPMENT
THE CAPITOL; SUITE 2001
TALLAHASSEE, FLORIDA 32399-0001
PH: 850/487-2568
FAX: 850/487-3014
E-MAIL: burt.vonhoff@myflorida.com
www.floridaenterprisezones.com



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1079

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/21/2011

Issue: Appointment of Escambia County 911 Coordinator

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointment of Escambia County 911 Coordinator - Michael D. Weaver, Public Safety Department Director

That the Board authorize the Chairman to execute the letter to the State 911 Coordinator appointing Michael T. Moring, Communications Division Manager, as the Escambia County 911 coordinator.

BACKGROUND:

When Robert Boschen retired from the position of Escambia County Communications Division Manager in May 2011, Michael T. Moring was appointed to that position and assumed the duties of the 911 Coordinator for Escambia County. The State E911 Plan requires the Board of County Commissioners to notify the Statewide 911 Coordinator when a new county 911 coordinator has been designated.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Rule 60FF-6.004(3)(1) of the State E911 Plan requires the Board of County Commissioners to notify the Statewide 911 Coordinator when a new county 911 coordinator has been designated.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

911 coordinator



Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

July 21, 2011

Mr. Wink Infinger, Statewide 911 Coordinator
Florida Department of Management Services
Division of Telecommunications
4030 Esplanade Way, Suite 160D
Tallahassee, FL 32399-0950

RE: County 911 Coordinator Appointment

Dear Mr. Infinger:

Please be advised that Escambia County effected a personnel change in our County E911 System. Effective May, 16, 2011, Michael T. Moring assumed the duties of County 911 Coordinator for Escambia County in accordance with the State E911 Plan, F.A.C. Rule 60FF-6.004(3)(a) and F.S. §365.171(10). Michael T. Moring will serve as the single point of contact between Escambia County and the Department of Management Services for all 911 related issues.

Michael T. Moring, Communications Chief
Public Safety/Communications
6575 North "W" Street
Pensacola, Florida 32505
Phone: 850-471-6300
Fax: 850-471-6322
mtmoring@myescambia.com

Please make the appropriate changes to existing agency information.

Thank you for your assistance in this matter.

Sincerely,

Kevin W. White
Chairman

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

my escambia



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1052

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/21/2011

Issue: Disposition Of Property

From: David Musselwhite, IT Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Information Technology Department - David Musselwhite, Information Technology Department Director

That the Board approve the three Requests for Disposition of Property Forms for the Information Technology Department for 16 items of equipment, all of which is described and listed on the Request Forms, with reasons for disposition stated on each. The items are to be auctioned as surplus or properly disposed of.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Information Technology Division will remove the property tag and return the tag and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Information Technology Department's inventory.

Attachments

IT Prop. Disposal

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Management and Service Bureau COST CENTER NO: 140101

Information Technology DATE: 3/28/2011
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 595-4990

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	051758	Computer	J2R6K21	SX260	2003	Bad
Y	052970	Laptop	92LCQ41	D505	2004	Bad
Y	053050	Laptop	FVMPY41	N/A	2004	Bad
Y	052891	Laptop	94L9H41	D500	2004	Bad
Y	053949	Laptop	26V2J71	N/A	2005	Bad
Y	054007	Laptop	N/A	D505	2005	Bad

Disposal Comments: _____

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: *[Signature]*

TO: County Administration Date: 6/29/11
 FROM: Escambia County Bureau Bureau Chief (Signature): *[Signature]*
 Bureau Chief (Print Name): AMY LOVOY

RECOMMENDATION: Date: 6/29/11
 TO: Board of County Commissioners
 FROM: County Administration
[Signature]
 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

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: _____ COST CENTER NO: 140101

Information Technology DATE: 3/28/2011
 Property Custodian (PRINT FULL NAME) _____

Property Custodian (Signature): _____ Phone No: 595-4990

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	053699	Server	7VJKW61	1850	2005	Bad
Y	053700	Server	3VJKW61	1850	2005	Bad
Y	054146	Server	FST8481	1850	2005	Bad
Y	058144	Server	H6BVB91	1850	2008	Bad

Disposal Comments: _____

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: *DM*

TO: County Administration Date: 6/29/11
 FROM: Escambia County Bureau Bureau Chief (Signature): *Amy Louoy*
 Bureau Chief (Print Name): AMY LOUOY

RECOMMENDATION: Date: 6/30/11
 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

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: _____ COST CENTER NO: 140101

Information Technology DATE: 3/28/2011
 Property Custodian (PRINT FULL NAME) _____

Property Custodian (Signature): _____ Phone No: 595-4990

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

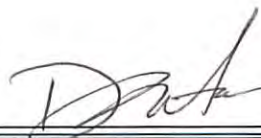
TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	048370	Server	H78AR	2400	2000	Bad
Y	049717	Server	31Z9M01	2400	2001	Bad
Y	049934	Server	DW2FN01	2500	2001	Bad
Y	050296	Server	4LZDV01	2550	2001	Bad
Y	051137	Server	18240081187	N/A	2002	Bad
Y	053283	Server	DVL3P51	1750	2004	Bad

Disposal Comments: _____

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: 6/29/11
 FROM: Escambia County Bureau Bureau Chief (Signature): Amy Louoy / eq
 Bureau Chief (Print Name): AMY LOUOY

RECOMMENDATION: Date: 6/30/11
 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 _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1042

County Administrator's Report Item #: 14. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/21/2011

Issue: First Amendment to Communication Antenna Mounting Space Lease between City of Gulf Breeze and Escambia County

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First Amendment to Communication Antenna Mounting Space Lease between the City of Gulf Breeze and Escambia County – Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the First Amendment to Communication Antenna Mounting Space Lease between City of Gulf Breeze and Escambia County, amending the Lease initially approved by the Board in its meeting held May 19, 2011:

A. Approve the First Amendment to Communication Antenna Mounting Space Lease between City of Gulf Breeze and Escambia County to allow installation of one additional antenna for the benefit of the Santa Rosa Island Authority, as part of the P25 Project; and

B. Authorize the Chairman to execute the document.

BACKGROUND:

In its meeting held May 19, 2011, the Board approved the *Communication Antenna Mounting Space Lease between City of Gulf Breeze and Escambia County* that provided for lease space on the Gulf Breeze water tank structure for two communication antennas and an area at the base of the structure for a radio equipment shelter. The amendment will allow the installation of one additional antenna for the benefit of the Santa Rosa Island Authority, as part of the P25 Project, resulting in the authorization to install and maintain a total of three antennas.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen G. West, Assistant County Attorney, approved the amendment to the lease agreement as to form and legal sufficiency on June 24, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policies require that the Board approve all agreements.

IMPLEMENTATION/COORDINATION:

Michael T. Moring, Emergency Communications Division Manager, Escambia County Public Safety Department, will oversee this lease.

Attachments

1st Amendment to Antenna Lease w/City of GB

**FIRST AMENDMENT
TO COMMUNICATION ANTENNA
MOUNTING SPACE LEASE BETWEEN
CITY OF GULF BREEZE AND ESCAMBIA COUNTY**

This First Amendment to Communication Antenna Mounting Space Lease (First Amendment) is made this 22ND day of JUNE, 2011 by and between the City of Gulf Breeze, a municipal corporation created and existing under the laws of the State of Florida, whose address is 1070 Shoreline Drive, Gulf Breeze, Florida 32561 (Lessor), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Lessee).

WITNESSETH

WHEREAS, on May 19, 2011, the parties entered a Communication Antenna Mounting Space Lease (Lease) to allow Lessee to install and maintain two (2) communication antennas on Lessor's water tank structure located at 311 Fairpoint Drive, Gulf Breeze, Florida; and

WHEREAS, the parties wish to amend the Lease to allow installation of an additional antenna for the benefit of the Santa Rosa Island Authority; and

WHEREAS, adequate capacity exists on the Lessor's water tank structure to accommodate an additional antenna, and the parties have determined it is in the best interest of the public to amend the terms of the Lease as provided below;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the parties agree as follows:

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

2. The Lease is hereby amended to allow Lessee to install and maintain an additional communication antenna for the benefit of the Santa Rosa Island Authority (a total of three (3) antennas).
3. Except as modified by this First Amendment, the terms and conditions of the Lease remain unchanged and in full force and effect.

SIGNED IN THE PRESENCE OF:

Witness *C. S. Carmichael*
 Print Name Craig S. Carmichael

Witness *[Signature]*
 Print Name P. J. Symonster

LESSOR:

City of Gulf Breeze.

By: *Edwin A. Eddy*
 Edwin "Buz" Eddy, City Manager

STATE OF FLORIDA
 COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 22 day of June, 2011, by Edwin "Buz" Eddy as City Manager for the City of Gulf Breeze, a municipal corporation created and existing under the laws of the State of Florida, who is personally known to me, or has produced current _____ as identification.



(Notary Seal)

Leslie A. Gomez
 Signature of Notary Public

Leslie A. Gomez
 Printed Name of Notary Public

LESSEE:

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Kevin W. White, Chairman

This document approved as to form and legal sufficiency.

By

Title

Date

[Signature]

Asst. County Attorney

June 24, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1072

County Administrator's Report Item #: 14. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Letter of Agreement - Gulf Coast Crime Stoppers Inc.

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Letter of Agreement Between Escambia County and Gulf Coast Crimestoppers, Inc. - Amy Lovoy, Management & Budget Services Department Director

That the Board approve the Letter of Agreement (LOA) between the Escambia County Board of County Commissioners and Gulf Coast Crimestoppers, Inc. This LOA will allow this organization to request and receive Grants from the State's Crime Stoppers Trust fund.

BACKGROUND:

The State has an established Crime Stoppers Trust Fund from which local units of Crime Stoppers organizations may receive grants. Gulf Coast Crimestoppers has been the locally approved affiliate for at least 12 years. The State requires the following in order to be considered for a trust fund grant.

- Must be a registered, valid 501c(3)
- Must have an updated letter of agreement with the Board of County Commissioners
- Must have a board of directors with an active set of by-laws
- Must be a registered vendor with MyFloridaMarketplace.com

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed this agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Crimestoppers LOA

Letter of Agreement

Between the Escambia County Board of County Commissioners

And

Gulf Coast Crimestoppers Inc.

The purpose of this letter is to authorize Gulf Coast Crimestoppers Inc. as coordinator and implementing agency of the Crime Stoppers program to make application and receive funds from the Crime Stoppers Trust Fund.

This agreement further satisfies the requirements as set forth in §16.555, Florida Statutes, governing the application, receipt and use of the Crime Stoppers Trust funds.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

GULF COAST CRIMESTOPPERS, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristin Huff
Title: ACH
Date: 7/7/11



GULF COAST CRIME STOPPERS, INC. A NONPROFIT
ORGANIZATION 12/09/97

BYLAWS

ARTICLE I – NAME

This document shall constitute the bylaws of Gulf Coast Crime Stoppers, Inc., hereinafter referred to as Crime Stoppers.

ARTICLE II- PURPOSE

The purpose of Crime Stoppers is to furnish area law enforcement agencies with information on specific, unsolved felony crimes, on criminal activity that has been unavailable through normal investigation methods, and on wanted persons; to develop a community offensive against crimes and criminal activities, to promote community involvement in all aspects of law enforcement, to motivate the public to cooperate with law enforcement agencies and to reward such involvement.

ARTICLE III- MEMBERSHIP

Crime Stoppers shall have no paid membership.

ARITCLE IV- BOARD OF DIRECTORS

Section 1- General Powers

The business and affairs of Crime Stoppers shall be managed by the Board of Directors. The number of Directors shall be fixed at not less than nine (9) members and not more than twenty four (24) members.

Section 2- Qualifications

The Board of Directors shall be composed of members of the general public who are active and supportive of the Crime Stoppers program, who have been recommended by individual Board members and approved by a majority of the Board of Directors at any regularly scheduled Board meeting. In addition to the active members of the Board of Directors, area law enforcement personnel may be appointed to participate on the Board of Directors and shall serve as non-voting ex officio members.

Section 3- Term of Board Members

Board members shall be elected to serve for one (1) year or the remainder of the current fiscal year. Members may be returned to the Board of Directors at the end of their term through nominations in July and elections in August. The Board of Directors shall have the power, by majority vote of the membership, to reappoint Board members at the end of their term and/or to fill vacancies on the Board. Each Board member shall serve on one of the five (5) standing committees.

Section 4- Attendance

Any member of the Board of Directors who:

- A. is absent from three (3) consecutive meetings of the Board;

and/or
- B. four (4) meetings of the Board in a calendar year, shall be deemed to have resigned from the Board of Directors. Such resigned member may request reinstatement by applying to the Chair of the Board of Directors. The Chair of the Board of Directors at its next regular meeting and by majority vote the Board may approve or reject said request.

Section 5- Removal of Board Members

Any Board member may be removed, with or without cause, by a two-thirds (2/3) vote, by ballot, of the Board of Directors in attendance at a regular or special meeting of the Board, provided that notice of the intent to call for such a vote, naming the Board member, is given at least thirty (30) days prior to the meeting.

ARTICLE V- OFFICERS

Section 1- Personnel

The officers shall consist of a Chair, Vice Chair, Secretary, and Treasurer and Immediate Past Chair. The Secretary and Treasurer may be the same person. The responsibilities of the office of Vice Chair may be divided between two persons, and they will be referred to as Co-Vice Chair.

Section 2- Election, Term, Vacancies

The officers shall be elected by the Board of Directors from the membership at the August elections. Nominations for the August elections will be held in July. The term of the officer shall be one (1) year, commencing October of the upcoming year following the August elections. Officers may be reelected to the same office or shall be eligible for any other office. Vacancies among the offices shall be filled from the Board of Directors by a majority vote of the Board. An officer elected to fill a vacancy shall serve the remainder of the current fiscal year.

Section 3- Duties

The duties of the officers shall be as follows:

- A. **Chair** - The Chair shall be the principal officer of Crime Stoppers and shall preside at all meetings of the Board of Directors and the Executive Committee. The Chair shall be an ex officio member of all committees. The Chair shall, with the approval of the Executive Committee, appoint other committees not provided for and shall assign their duties.
- B. **Vice Chair(s)** - the Vice Chair(s) shall perform the duties of the Chair in his or her absence or disability and shall assist the Chair in such duties as the Chair shall assign.
- C. **Secretary** - The Secretary shall be responsible for issuing notices of all meetings of the Crime Stoppers Board of Directors and the Executive Committee, shall insure that the minutes of such meetings are documented, maintain the program's history and the non-fiscal records, and perform all other secretarial duties as requested or needed.
- D. **Treasurer** - The Treasurer shall be responsible for the receipt and custody of all monies of the Crime Stoppers and for the distribution thereof as authorized by the Board of Directors. The Treasurer shall execute all instruments authorized by the Board of Directors and shall prepare and issue financial statements and reports at each meeting of the Board and shall present an annual examination of the books to the Board of Directors no later than the regularly scheduled March meeting.

ARTICLE VI- EXECUTIVE COMMITTEE

There shall be an Executive Committee composed of the officers of the corporation, the chairs of the standing committees, and the Grant Project Director. The Executive Committee shall have the powers of the Board of Directors and shall take all necessary action in the furtherance of the objectives of Crime Stoppers which cannot be conveniently handled by the Board of Directors during the regular course of business. At the next scheduled meeting of the Board of Directors following any action taken by the Executive Committee, the Executive Committee shall report to the Board of Directors on any action taken. The Executive committee shall not have the power to amend the Bylaws.

ARTICLE VII- MEETINGS

Section 1- Meetings of the Board of Directors

- A. The Board of Directors shall meet monthly at a regularly scheduled time and place.
- B. Special meetings may be called by the Chair of the Board of Directors.
- C. The Secretary shall notify all members of the Board of Directors at least seven (7) days prior to regular meetings. The Secretary shall notify members of the Board of any special meeting at least three (3) days prior to the date of the special meeting.
- D. A quorum shall be one-third (1/3) of the Board of Directors. The Bylaws may be changed only by a majority vote of the Board of Directors at a regularly scheduled Board meeting.

- E. At all meetings of the board of Directors each member of the Board shall have one (1) vote on all questions except the Chair who shall vote only in the case of a tie. The method of voting shall be determined by Chair. Provided there is a quorum, routine business of Crime Stoppers may be transacted by vote of a majority of those voting members present.

Section 2- Meetings of the Executive Committee

The Executive Committee shall meet at the discretion of the Chair or any three (3) members the Executive Committee. The majority of the Executive Committee shall constitute a quorum.

ARTICLE VIII- COMMITTEES

Section 1- Standing Committees

There shall be standing committees which are the following:

- A. **Fund Raising committee** - The Fund Raising committee shall consider and plan means of supplementing the corporation's income, including but not limited to planning and executing special fund raising events, executing applications for the private grants and endowments; conducting direct mail campaigns, and such other activities as may be deemed appropriate. The Chair shall be responsible to the Board of Directors for assuring that all fund raising activities meet federal, state and local laws regulating charitable solicitation.
- B. **Public Relations committee** - There shall be a Public Relations committee which shall provide liaison between Crime Stoppers and the news media and all public agencies to generally promote Crime Stoppers as a leading constructive force against crime in the Northwest Florida area. The Public Relations committee shall provide marketing and promotional activities, support the Fund Raising committee where applicable, and adopt a logo and slogan as a means of maintaining public support and interest.
- C. **Rewards committee** - There shall be a Rewards committee which shall provide the Board with policies for administration of rewards. The Rewards committee shall meet and review proposed rewards for the current month prior to the regular schedule Board meeting. The committee shall then make a recommendation as the payment of the rewards to the Board of Directors. The Board shall have final authority to set the amount of each reward approved. If the rewards are approved by the Rewards committee and there is not a quorum at the next regular scheduled Board meeting, a simple majority of those present can approved the Rewards committee's recommendations. In the absence of a regular scheduled Board meeting, a telephone poll may be taken with a simple majority of the Board members necessary for approval.
- D. **Membership committee**- There shall be a Membership committee which will carry the membership policies of the Board of Directors. This committee shall administer elections and present the results to the Board of Directors. The Membership committee shall maintain the membership manual and conduct new member training. The Board of Directors shall have final approval of elections.

- E. **Student Crime Stoppers Committee** - There shall be a Student Crime Stoppers committee which shall be primarily responsible for promoting the Student Crime Stoppers program within the schools. This committee shall make presentations to the schools and distribute materials to school agencies. In general, this committee will be the interface between the Board of Directors and the school system. The *Student Crime Stoppers Coordinator* shall be an integral part of this committee. The Board of Directors shall have final approval of curriculum and budget.

ARTICLE IX- FINANCE

Section 1- Fiscal Year (FY)

The fiscal year of Crime Stoppers program shall be October 1st through September 30th effective October 1, 2006.

Section 2- Contributions

Any contributions, bequests, grants, and gifts for or to the Crime Stoppers program shall be accepted and/or collected only as authorized by the Board of Directors.

Sections 3- Depository

All funds of Crime Stoppers shall be deposited under such conditions, in such banks and in such a manner as authorized and designated by the Board of Directors. All checks and orders for payment from said depositories shall have the signature of the Chair or the Treasurer of the Chair's nominee, such nominee having been previously approved by the Board of Directors.

Section 4- Bonding

The Treasurer of Crime Stoppers shall be bonded if directed by the Board of Directors to do so.

Section 5- Contracts and Debts

Contracts may be entered into only as directed by a majority vote of the Board of Directors. No debts other than budgeted expenses shall be incurred unless directed by the resolution of the board of Directors.

Section 6- Examination

An annual examination of the financial accounts of Crime Stoppers shall be made and submitted to the Board of Directors on or before the regularly scheduled March meeting of the Board. An audit must be conducted at least every three (3) years effective the fiscal year ending September 30, 2006. The first audit will be conducted for the fiscal year ending September 30, 2006.

Section 7- Dissolution

In the event of dissolution if Gulf Coast Crime Stoppers, Inc., all assets and/or funds remaining after discharge of all liabilities shall be in accordance with ARTICLES OF INCORPORATION AS AMENDED 3 April 1985.

ARTICLE X- PALIAMENTARY AUTHORY

Rules of order shall be at the Chair of the Board's discretion for all matters or procedures not specifically covered by the Bylaws or by special rules of procedure adopted by Crime Stoppers.

ARTICLE XI- STANDING RULES

Standing rules shall provide guidelines for the operating procedures of the Crime Stoppers program. Standing rules may be established, amended, suspended or rescinded by a majority vote at any meeting of the Board of Directors.

A. Crime Stoppers Rewards and Eligibility Therefore:

1. A caller who remains anonymous, who contacts a Crime Stoppers program and gives information which lead to any felony arrest, indictment, recovery of stolen of narcotics, felony warrants or a misdemeanor charge involving domestic violence, stalking or narcotics will be eligible for a reward.
2. If a tipster comes forward and reveals themselves to law enforcement authorities the tipster then forfeits their eligibility for any reward through Crimes Stoppers. The tipster "Must" remain completely anonymous. Student Crime Stoppers will receive payment the same way adults receive their rewards.
4. The Crime Stoppers Coordinator will make recommendations to the Board Directors on each tipster's reward payout. Reward guidelines will be used to assist in the reward amount, however; the Board will have the final approval on the amount.
5. Crime Stoppers will not pay confidential informants.
6. If a business or private person contacts Crime Stoppers to add additional reward amounts to a specific crime, the party requesting the additional reward amount will sign an agreement with Crime Stoppers before any publication on said case.
7. For a Cold Case Homicide or very heinous crime Local Law Enforcement may request additional reward amounts to the Board of Directors at the monthly meeting. The Board of Directors will have the final authority.
8. No employee of the criminal justice system nor Crime Stoppers Board or Committee member nor victim of that or any related felony crime, nor the immediate families of any of the above will be eligible for a Crime Stoppers reward.
9. If two (2) or more persons furnish information about the same crime, the reward money shall be awarded as designated by the Board of Directors.
10. Amounts of rewards and payments are up to \$3,000.00 for information leading to the arrest of an offender of a felony crime. The Board of Directors will have the final authority to determine the amount of each reward.

B. Law Enforcement Agencies' Role in Crime Stoppers:

1. Assigned qualified personnel of the Escambia County Sheriff's Officer will monitor the Crime Stoppers telephones 24 hours a day and the Crime Stoppers web site during normal business operating hours.
2. The law enforcement officer monitoring the Crime Stoppers phone line and web site will keep a log of each tip received. Callers have the option of remaining anonymous, however; if the call does not choose to remain anonymous, they will no longer be eligible for a reward and they will not be issued a code number. Callers who choose to remain anonymous will be given a code number which will be referred to in all subsequent communications and transactions.

3. Information received through the Crime Stoppers program will be given to the designated liaison representative of the law enforcement agency having jurisdiction for the crime. The representative will then be responsible of getting information to the investigator and/or detective handling the case. The Crime Stoppers Coordinator will be responsible for following up on the case with the designated liaison representative.
4. Law enforcement agencies participating in the Crime Stoppers program may submit to the Board any recommendations for additional rules and/or changes to existing rules.

C. Requirements for New Membership:

1. The sponsor of a prospective new Board member shall notify the Membership Chair. The sponsor may invite the applicant to the next board meeting and will introduce the applicant (include a brief background).
2. The applicant may fill out a New Membership Application Form and submit to the Membership Chair.
3. If the applicant wishes to be considered for membership:
 - A. There will be a trial (probationary) membership for ninety (90) days;
 - B. Applicant will be invited to attend the regular Board meetings and any committee meetings assigned or selected;
 - C. Applicant will be encouraged to participate in any events conducted by Crime Stoppers during their trial membership.
4. After the 90-day trial membership, the Membership Chair will present the application to the Board for a vote.
5. The Membership Chair shall inform the nominee of results of the vote.
6. The term of the membership shall be the remainder of the current calendar year.

Department of the Treasury
Internal Revenue Service
Quality Review Staff
Taxpayer Assistance Group
P. O. Box 1055 - RM 907
Atlanta, Georgia 30370-0000

Date: APR 27 1989

Your Letter Dated:
02/23/89
Refer Reply To:
ORS:EO:TPA
EIN:
59-2470545
FFN:
580061792

GULF COAST CRIMESTOPPERS INC.
POST OFFICE BOX 18770
PENSACOLA, FL 32523-8770

Dear Taxpayer:

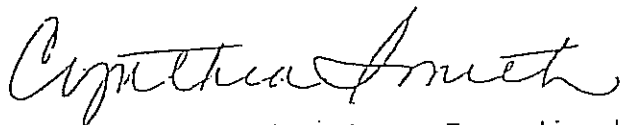
We have received your letter requesting confirmation of your exemption from Federal Income Tax.

You were recognized as an organization exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code by our letter of July, 1985.

The tax exempt status recognized by our letter referred to above is currently in effect and will remain in effect until terminated, modified, or revoked by the Internal Revenue Service. Any change in your purposes, character, or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any changes in your name and address.

Thank you for your cooperation.

Sincerely yours,



Exempt Organizations Coordinator



[Agency Login.](#)

Navigation

- [MarketView Home](#)
- [Vendor Search](#)
- [Commodity Search](#)
- [PO Search](#)

GULF COAST CRIME STOPPERS, INC.

Address:	1700 WEST LEONARD STREET CRIMESTOPPERS PENSACOLA FL 32501
County:	17 ESCAMBIA
Registration Status:	DMS REGISTERED
OSD Classification:	A NON-MINORITY
Business Designation:	2 NOT FOR PROFIT CORPORATION
Contact:	DEREK WHIDDEN (850) 436-9144
Electronic Address:	ECSOGRANTS@ESCAMBIASO.COM
Active Status:	Active
Bid Regions:	STATEWIDE
Source:	MFMP and FLAIR

Matching Commodities

Class-Group	Item	Detail	Description	Contract
991-000	000	0000	CONTRACTUAL SERVICES, TECHNICAL, & OTHERS	
991-140	000	0000	COMMUNICATION SERVICES	991140981

Displaying rows 1 through 2 of 2.

Execution Time: 0.03 seconds

For assistance please contact the
 MyFloridaMarketPlace Customer Service Desk
 M - F 8:00 a.m. - 5:30 p.m. EST
 Phone 1-866-352-3776 (toll free)
 Vendor email assistance: vendorhelp@mvfloridamarketplace.com
 Agency email assistance: buyerhelp@mvfloridamarketplace.com

Please print this page for your records.

[Print](#)

Registration Summary

General Vendor Information

Vendor Name: Gulf Coast Crime Stoppers, Inc.
 Short Name (Does Business As): GCCS, Inc.
 Ariba Network ID:
 Dun and Bradstreet Number:
 Web Site:
 Federal Tax ID Number: F592470545
 Name that appears on 1099 Form: Gulf Coast Crime Stoppers, Inc.
 W9 Status: Valid W-9 on File
 DFS W9 Last Update Date: Jun 21, 2011
 Business Designation: Not-for-Profit Corporation

Contacts

Name	Title	Phone	Fax	Email
Derek Whidden	Project Director	850-436-9144	850-436-9194	ecsogrants@escambiaso.com
Henrique Dias	Treasuer	850-436-9541	N/A	hdias@escambiaso.com

Locations

Gulf Coast Crime Stoppers, Inc		Sequence 001
P.O. Info: Orders:EMAIL Email:ecsogrants@escambiaso.com Fax:850-436-9194 Contact:Derek Whidden 1700 West Leonard Street CrimeStoppers Pensacola, FL 32501 Escambia US	Remit To: Fax:850-436-9194 Contact:Derek Whidden 1700 West Leonard Street CrimeStoppers Grants Pensacola, FL 32501 Escambia US	Billing Contact: Email: Fax:850-436-9194 Contact:Derek Whidden 1700 West Leonard Street Crime Stopper Grants Pensacola, FL 32501 Escambia US
Escambia County Crimestoppers		Sequence 002
P.O. Info: Orders:EMAIL Email:ecsogrants@escambiaso.com Fax: Contact:Derek Whidden	Remit To: Fax: Contact:Derek Whidden	Billing Contact: Email: Fax: Contact:Derek Whidden

1700 West Leoanard St
Pensacola, FL 32501
Escambia
US

1700 West Leoanard St
Pensacola, FL 32501
Escambia
US

1700 West Leoanard St
Pensacola, FL 32501
Escambia
US

Certified Business Enterprise Info (CBE)

Minority Business Designation: Non-Minority

Woman Owned Designation: Non-Woman-Owned

SDVBE Owned Designation: Non-SDVBE

Solicitation Selection

Registered for Solicitations: No

Registered for VBS: No

Registered for eQuote: No

eQuote Main Location: N/A

eQuote Main Contact: N/A

Florida Terms of Use

Accepted: 11/09/2006 by Tom Sullivan

Commodity Codes

991-140 COMMUNICATION SERVICES

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)



GULF COAST CRIME STOPPERS INC
 1700 West Leonard St
 Pensacola FL 32501

**Member Roster
 July 7, 2011**

Name	Address	Email	Phone #'s	Committee
BOARD				
Ballinger, Malcolm	41 N Jefferson St #402 Pensacola, FL 32502	malcolm@ballingerpublishing.com	W: 433-1166 x27	Public Relations
Black, Joyce	1337 Dog Track Rd Pensacola FL 32506	revmrsb@bellsouth.net	W: 434-1234 H: 455-2300	Membership
Bockwith, Charles	7100 Plantation Rd #4 Pensacola, FL 32512	charles.bockwith@expresspros.com	W: 494-1776 C: 232-7596	Public Relations/ Fundraising
DeClerk, Suzanne	5624 Bauer Rd Pensacola, FL 32507	lol4u2@earthlink.net Fax: 492-2871	H: 492-6090 C: 324-3868	<i>Chairman</i> Rewards/Mbrship/FR
Dias, Henrique	1227 E Jackson St Pensacola, FL 32501	hdias@escambiaso.com Fax:	W: 436-9541 C: 554-1240	<i>Treasurer</i> Rewards
Doubek, Michael	5389 Flintwood Dr Pensacola, FL 32504	mike@esrba.com Fax: 436-8822	W: 434-8135 C: 529-7662	Grant Program
Koenig, Tom	P O Box 4315 Pensacola, FL 32507	platinumtom@rocketmail.com	C: 791-6561	Public Relations
LaMontagne, Dennis	3283 Bold Ruler Dr. Cantonment FL 32533	dennis@itworldclass.com	W: 851-7707 C: 375-9508	Student CS
McGreevy, Marty	PO Box 34258 Pensacola FL 32507	panamamacs@cox.net	C: 393-4180	Fundraising
Miller, Amy	4640 Johnnys Way Milton, FL 32586	amiller@portofpensacola.com	W: 436-5070 C: 572-1959	<i>Secretary/Vice Chair</i>
Orvis, Larry	5970 Pursley Ave Pensacola FL 32526	orvislh@hotmail.com	W: 434-1234 C: 292-1433	Fundraising /Rewards
Schenck, George	4790 LaJolla Pensacola FL 32504	grschenc@southernco.com	W: 444-6269	Rewards
Sindel, Karen	14 Star Lake Dr Pensacola FL 32507	ksindel@cox.net	H: 457-9188 W: 393-1218	Student CS

Southard, Celeste	4640 Johnny's Way Milton, FL 32583	celeste@appetite4life.org swampgrits@yahoo.com	C: 393-0729 W: 470-9111	Student CS
Waters, Debbie	P O Box 34065 Pensacola FL 32507	debsedes@aol.com	W: 492-8189 C: 572-8560	Fundraising
COORDINATOR				
VanCamp, Jeff	1700 West Leonard St Pensacola FL 32501	jvancamp@escambiaso.com Fax:	W: 436-9387 C: 554-1365	Coordinator
EX OFFICIO				
Boles, Wendy	220 W Garden St, Ste 108 Pensacola, FL 32502	Wendy.Boles@myfloridalegal.com	W: 595-6061x104	Office of Attorney General
Craig, David	1700 W Leonard Pensacola FL 32051	dcraig@escambiaso.com	W: 637-5574 C: 554-1401	ECSO
Donohoe, Jimmy	711 N Hayne St Pensacola, FL 32501	jdonohoe@ci.pensacola.fl.us	W: 436-5416 C: 698-1593	PPD
Whidden, Derek	1700 West Leonard St Pensacola FL 32523	ecsogrants@escambiaso.com F: 436-9194	W: 436-9144 C: 485-0369	Grant Program ECSO
Wood, Mike	711 N Hayne St Pensacola, FL 32501	mlw195@aol.com mwood@ci.pensacola.fl.us	W: 435-1869 C: 393-1633	PPD
Zavada, Alison	821 San Carlos Rd #3813 Pensacola FL 32508	alison.zavada@navy.mil	W: 425-4143 C: 232-1234	Military Liaison - Navy
ADVISORY				
Baroco, Angela	1809 Lloyd St. 32503	abaroco@gmail.com	C: 384-7330	Advisor
Lee, Bob	615 Bayshore #507 32507	lee225@cox.net	H: 457-3593	Advisor



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1059

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Supplemental Budget Amendment #246 - Emergency Communication System Upgrade

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #246, Emergency Communication System Upgrade - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the emergency communication system upgrade:

A. Adopt the Resolution approving Supplemental Budget Amendment #246, Local Option Sales Tax III (352) in the amount of \$83,463, to recognize funds from the Santa Rosa Island Authority (SRIA), and to appropriate these funds for SRIA's portion of the emergency communication system upgrade; and

B. Approve increasing the total project budget for the emergency communication system upgrade from \$12,500,000 to \$12,708,714, to include the SRIA's portion of the system. SRIA will pay for \$83,463 of this increase, and the remaining \$125,251 will be paid by the County from Local Option Sales Tax.

BACKGROUND:

In 2010 the Board approved a new emergency communication system that would upgrade the County's current system, meet all federal requirements for rebanding and allow all County departments including the Fire Department and Emergency Medical Services and the Sheriff's Office to communicate on the same system. This Board action will expand this project to include the Santa Rosa Island Authority.

BUDGETARY IMPACT:

This action will increase the current project budget by \$208,714. Of this amount SRIA will contribute \$83,463 and the County will contribute an additional \$125,251. The County's additional funding will come from the Local Option Sales Tax III fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

011sa246

SANTA ROSA ISLAND AUTHORITY "P25 Project"				REVISED 6-2-11	
"PROJECT TOTAL"					
PORTABLES, MOBILES, & CONTROL / BASE STATIONS			"Subscriber Units"		
Quantity	Model/Features	Price	Extended Price	w/ Alabama State Contract - 25% Discount	Features
38	XTS2500 Portables (1.5 Model)	\$950	\$36,100	\$27,075	96 Channels, Display, NO Keypad
	(or)				(Includes Belt Clip & One Year Warranty)
0	XTS2500 Portables (2.0 Model)	\$1,550			870 Channels / Keypad - Model 2
38	P25 Conventional Software	\$1,060	\$40,280	\$30,210	
	(Analog & Digital)				
6	"Reconditioning" Desktop Charger	\$165	\$990	\$743	
0	"Standard" Desktop Charger	\$100			
0	ADP Encryption Software	\$10			
0	"Standard" 3 Year Warranty	\$84			
0	"Standard" 4 Year Warranty	\$125			
38	3 Year "Comprehensive" Warranty	\$228	\$8,664	\$8,664	Would replace Standard Warranty
	Repair & Physical Damage Coverage				(Can't be Discounted)
38	Intrinsically Safe (IS)	\$47	\$1,786	\$1,340	
38	Immersible - Requires (IS) above	\$150	\$5,700	\$4,275	
	Total			\$72,307	\$1,903 Average Price Per Portable
5	XTL1500 Mobiles	\$1,600	\$8,000	\$6,000	48 Channels, Display, Power
	(45 Watt)				Cable, Internal Speaker & Mounting Kit
5	P25 Conventional Software	\$130	\$650	\$488	(One Year Warranty)
	(Analog & Digital)				
5	3db Gain Mobile Antenna	\$50	\$250	\$188	
5	3 Year "Standard" Warranty	\$121	\$605	\$605	(Can't be Discounted)
0	4 Year "Standard" Warranty	\$137			
5	7.5 Watt External Speaker	\$60	\$300	\$225	Replaces Internal Speaker
0	Software Enhancement	\$200			512 Channels & ADP (Encryption)
	Total			\$7,506	\$1,501 Average Price Per Mobile
3	XTL1500 Base/Control Station	\$1,600	\$4,800	\$3,600	48 Channels, Display,
3	P25 Conventional Software	\$130	\$390	\$293	Internal Speaker, One Year Warranty
	(Analog & Digital)				
3	Control Station Power Supply	\$269	\$807	\$605	
3	Control Station Mount	\$48	\$144	\$108	
3	Control Station Desk Microphone	\$169	\$507	\$380	
3	Antenna & Transmission Line	NC	NC	NC	Included in Installation \$'s
0	Software Enhancement	\$200			512 Channels / ADP Software Encryption
3	3 Year "Standard" Warranty	\$121	\$363	\$363	(Can't be Discounted)
0	4 Year "Standard" Warranty	\$182			
	Total			\$5,349	\$1,783 Average Price Per Base/Control
	EQUIPMENT TOTAL			\$85,162	
	ACCESSORIES NEEDED				
	(29% Discount Applied)				
6	6 Unit Multiple Portable Charger	\$591		\$3,546	
5	Lapel Mic (Standard - IP57)	\$64		\$320	
0	Lapel Mic (Noise-Cancelling)	\$69			
0	Lapel Mic w/ Emergency Button	\$85			
0	Lapel Mic w/ Antenna (Public Safety)	\$114			

SANTA ROSA ISLAND AUTHORITY "P25 Project"				REVISED 6-2-11
	"PROJECT TOTAL"			
0	"Standard" Spare Battery	\$78		
0	Swivel Carry Case (3 in. Belt Loop)	\$45		
0	Intrinsically Safe/Immersible Spare Battery	\$96		
	ACCESSORY TOTAL		\$3,866	
	Installation & Programming		\$7,000	
	TOTAL for "Subscriber Units"		\$96,028	
	Repeater Options			Discounts based on existing "HGAC" Contract - 15% Equipment Discount
1	Repeater located at Gulf Breeze Main Water Tank		\$50,310	Price includes Equipment, Installation, Project Management, Engineering, System Technologist, Frequency Acquisition, and Programming
2	Repeater(s) located at Gulf Breeze Main Water Tank		\$112,686	Same as above
	SYSTEM TOTAL		\$146,338	with (1) REPEATER
			\$208,714	with (2) REPEATERS

SANTA ROSA ISLAND AUTHORITY "P25 Project"

REVISED 6-2-11

"COUNTY COMMISSION PART"					
PORTABLES, MOBILES, & CONTROL / BASE STATIONS				"Subscriber Units"	
Quantity	Model/Features	Price	Extended Price	w/ Alabama State Contract - 25% Discount	Features
28	XTS2500 Portables (1.5 Model)	\$950	\$26,600	\$19,950	96 Channels, Display, NO Keypad
	(or)				(Includes Belt Clip & One Year Warranty)
0	XTS2500 Portables (2.0 Model)	\$1,550			870 Channels / Keypad - Model 2
28	P25 Conventional Software	\$1,060	\$29,680	\$22,260	
	(Analog & Digital)				
0	"Reconditioning" Desktop Charger	\$165			
0	"Standard" Desktop Charger	\$100			
0	ADP Encryption Software	\$10			
0	"Standard" 3 Year Warranty	\$84			
0	"Standard" 4 Year Warranty	\$125			
28	3 Year "Comprehensive" Warranty	\$228	\$6,384	\$6,384	Replaces Standard Warranty
	Repair & Physical Damage Coverage				(Warranty Can't be Discounted)
28	Intrinsically Safe (IS)	\$47	\$1,316	\$987	
28	Immersible - Requires (IS) above	\$150	\$4,200	\$3,150	
	Total			\$52,731	\$1,883 Average Price Per Portable
5	XTL1500 Mobiles	\$1,600	\$8,000	\$6,000	48 Channels, Display, Power
	(45 Watt)				Cable, Internal Speaker & Mounting Kit
5	P25 Conventional Software	\$130	\$650	\$488	(One Year Warranty)
	(Analog & Digital)				
5	3db Gain Mobile Antenna	\$50	\$250	\$188	
5	3 Year "Standard" Warranty	\$121	\$605	\$605	(Warranty Can't be Discounted)
0	4 Year "Standard" Warranty	\$137			
5	7.5 Watt External Speaker	\$60	\$300	\$225	Replaces Internal Speaker
0	Software Enhancement	\$200			512 Channels & ADP (Encryption)
	Total			\$7,506	\$1,501 Average Price Per Mobile
3	XTL1500 Base/Control Station	\$1,600	\$4,800	\$3,600	48 Channels, Display,
3	P25 Conventional Software	\$130	\$390	\$293	Internal Speaker, One Year Warranty
	(Analog & Digital)				
3	Control Station Power Supply	\$269	\$807	\$605	
3	Control Station Mount	\$48	\$144	\$108	
3	Control Station Desk Microphone	\$169	\$507	\$380	
3	Antenna & Transmission Line	NC	NC	NC	Included in Installation \$'s
0	Software Enhancement	\$200			512 Channels / ADP Software Encryption
3	3 Year "Standard" Warranty	\$121	\$363	\$363	(Warranty Can't be Discounted)
0	4 Year "Standard" Warranty	\$182			
	Total			\$5,349	\$1,783 Average Price Per Base/Control
	EQUIPMENT TOTAL			\$65,586	
	ACCESSORIES NEEDED				
	(29% Discount Applied)				
5	6 Unit Multiple Portable Charger	\$591		\$2,955	
0	Lapel Mic (Standard - IP57)	\$64			
0	Lapel Mic (Noise-Cancelling)	\$69			
0	Lapel Mic w/ Emergency Button	\$85			
0	Lapel Mic w/ Antenna (Public Safety)	\$114			
0	"Standard" Spare Battery	\$78			
0	Swivel Carry Case (3 in. Belt Loop)	\$45			
0	Intrinsically Safe/Immersible	\$96			
	Spare Battery				
	ACCESSORY TOTAL			\$2,955	
	Installation & Programming			\$6,400	
	TOTAL for "Subscriber Units"			\$74,941	

SANTA ROSA ISLAND AUTHORITY "P25 Project"

REVISED 6-2-11

	"COUNTY COMMISSION PART"			
	Repeater Option			Discounts based on existing "HGAC"
				Contract - 15% Equipment Discount
1	Repeater located at Gulf Breeze Main Water Tank		\$50,310	Price includes Equipment, Installation, Project Management, Engineering, System Technologist, Frequency Acquisition, and Programming
	SYSTEM TOTAL		\$125,251	(1) REPEATER

SANTA ROSA ISLAND AUTHORITY "P25 Project"

REVISED 6-2-11

"SRIA PART"					
PORTABLES, MOBILES, & CONTROL / BASE STATIONS				"Subscriber Units"	
Quantity	Model/Features	Price	Extended Price	w/ Alabama State Contract - 25% Discount	Features
10	XTS2500 Portables (1.5 Model)	\$950	\$9,500	\$7,125	96 Channels, Display, NO Keypad
	(or)				(Includes Belt Clip & One Year Warranty)
0	XTS2500 Portables (2.0 Model)	\$1,550			870 Channels / Keypad - Model 2
10	P25 Conventional Software	\$1,060	\$10,600	\$7,950	
	(Analog & Digital)				
6	"Reconditioning" Desktop Charger	\$165	\$990	\$743	
0	"Standard" Desktop Charger	\$100			
0	ADP Encryption Software	\$10			
0	"Standard" 3 Year Warranty	\$84			
0	"Standard" 4 Year Warranty	\$125			
10	3 Year "Comprehensive" Warranty	\$228	\$2,280	\$2,280	Would replace Standard Warranty
	Repair & Physical Damage Coverage				(Can't be Discounted)
10	Intrinsically Safe (IS)	\$47	\$470	\$353	
10	Immersible - Requires (IS) above	\$150	\$1,500	\$1,125	
	Total			\$19,576	\$1,958 Average Price Per Portable
0	XTL1500 Mobiles	\$1,600			48 Channels, Display, Power
	(45 Watt)				Cable, Internal Speaker & Mounting Kit
0	P25 Conventional Software	\$130			(One Year Warranty)
	(Analog & Digital)				
0	3db Gain Mobile Antenna	\$50			
0	3 Year "Standard" Warranty	\$121			
0	4 Year "Standard" Warranty	\$137			
0	7.5 Watt External Speaker	\$60			Replaces Internal Speaker
0	Software Enhancement	\$200			512 Channels & ADP (Encryption)
	Total				
0	XTL1500 Base/Control Station	\$1,600			48 Channels, Display,
0	P25 Conventional Software	\$130			Internal Speaker, One Year Warranty
	(Analog & Digital)				
0	Control Station Power Supply	\$269			
0	Control Station Mount	\$48			
0	Control Station Desk Microphone	\$169			
0	Antenna & Transmission Line	NC			Included in Installation \$'s
0	Software Enhancement	\$200			512 Channels / ADP Software Encryption
0	3 Year "Standard" Warranty	\$121			(Can't be Discounted)
0	4 Year "Standard" Warranty	\$182			
	Total				
	EQUIPMENT TOTAL			\$19,576	
	ACCESSORIES NEEDED				
	(29% Discount Applied)				
1	6 Unit Multiple Portable Charger	\$591		\$591	
5	Lapel Mic (Standard - IP57)	\$64		\$320	
0	Lapel Mic (Noise-Cancelling)	\$69			
0	Lapel Mic w/ Emergency Button	\$85			
0	Lapel Mic w/ Antenna (Public Safety)	\$114			
0	"Standard" Spare Battery	\$78			
0	Swivel Carry Case (3 in. Belt Loop)	\$45			
0	Intrinsically Safe/Immersible	\$96			
	Spare Battery				
	ACCESSORY TOTAL			\$911	
	Installation & Programming			\$600	
	TOTAL for "Subscriber Units"			\$21,087	

SANTA ROSA ISLAND AUTHORITY "P25 Project'

REVISED 6-2-11

	"SRIA PART"				
	Repeater Option				Discounts based on existing "HGAC"
					Contract - 15% Equipment Discount
1	Repeater located at Gulf Breeze Main Water Tank			\$62,376	Price includes Equipment, Installation, Project Management, Engineering, System Technologist, Frequency Acquisition, and Programming
	(Additional Equipment required for 2nd Repeater at same site)				
	SYSTEM TOTAL			\$83,463	(1) REPEATER



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1068

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Budget Amendment #247 - EMP Federal Grant

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #247 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #247, Public Safety Department, Other Grants and Projects Fund (110) in the amount of \$2,490, to cover final personnel costs associated with the Emergency Management Performance (EMP) Federal Grant through the end of the State's Fiscal Year that ends June 30, 2011.

BACKGROUND:

Personnel funds need to be appropriated for the EMP Federal Grant to cover a budgeted position through the end of the State's fiscal year that ends on June 30, 2011.

BUDGETARY IMPACT:

This amendment transfers funds from operating to personnel to cover any funding shortage. No new revenues are associated with this amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel costs to be approved by the board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

11BA247 - EMP Grant

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
247**

Approval Authorities

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Bureau Chief	7/6/2011	7/6/2011		
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: 110 - Grants & Other Projects/330409 - Public Safety, EMP Federal Grant
Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Operating Supplies		330409	55201	2,490.00
Total				2,490.00

Transfer To: 110 - Grants & Other Projects/330409 - Public Safety, EMP Federal Grant
Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Regular Salaries		330409	51201	168.00
L&H		330409	52301	2,322.00
Total				2,490.00

Detailed Justification:

To transfer funds to allocate personnel expenses through grant period ending 6/30/2011. Accounting shortfall provided by Clerk's payroll. Transfer request amount will leave a balance in personnel after expenses are applied through June 30.

OMB Analyst

Budget Manager

Bureau Chief



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1074

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Supplemental Budget Amendment #249 - Non-Custodial Parent Placement (NCPMP) Grant Agreement

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #249 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #249, Other Grants and Projects Fund (110) and the General Fund (001) in the amount of \$115,019, to recognize proceeds from an Agreement between Workforce Escarosa, Inc., and the Escambia County Board of County Commissioners, and to appropriate these funds for the Non-Custodial Parent Placement Program (NCPMP).

BACKGROUND:

The Non-Custodial Parent Placement Program helps individuals that are court ordered to pay child support with job placement and/or placement in higher paying jobs if they are currently employed. This grant-funded program is housed under the Community Affairs Department.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$112,280 and Fund 001 by \$2,739.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This grant will fund one Job Development Counselor and one Program Manager.

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# 249

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2010-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the County was awarded a grant from an agreement between Workforce Escarosa, Inc. and Escambia County Board of County Commissioners for the Non-Custodial Parent Placement Program, and these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

General Fund Other Grants & Projects Fund Name	1 110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Non-Custodial Parent Place Prog.	110	331611	\$112,280
Indirect Costs	1	369936	2,739
Total			\$115,019.00

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Salaries	110/220203	51201	74,360
FICA	110/220203	52101	5,689
Retirement	110/220203	52201	9,399
Life & Health	110/220203	52301	17,000
Workers' Comp	110/220203	52401	193
Travel & Per Diem	110/220203	54001	1,000
Postage & Freight	110/220203	54201	400
Other Current Charges & Obligations	110/220203	54901	2,739
Office Supplies	110/220203	55101	1,000
Training & Registration	110/220203	55501	500
Reserves for Operating	001/110201	59805	2,739
Total			\$115,019.00

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#249



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1080

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Supplemental Budget Amendment #251 - E911 Board State Grant Program Award

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #251 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #251, Other Grants and Projects Fund (110) in the amount of \$240,663, to recognize proceeds from a State of Florida E911 Board State Grant Program award, and to appropriate these funds for the purpose of upgrading the E911 System Nortel PBX communication hardware and software components at County Public Safety Answering Points (PSAP).

BACKGROUND:

Escambia County Public Safety has received a \$240,663 State of Florida E911 Board State Grant Program Award. Funds will be used to upgrade the E911 System Nortel PBX communication hardware and software components at County Public Safety Answering Points (PSAP).

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$240,663.

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#251

**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 a grant by the State of Florida E911 Board, 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:

<u>Other Grants & Projects</u>	<u>110</u>		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
911 Nortel PBX Upgrade	110	new	\$240,663
Total			\$240,663

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Machinery & Equipment	110/new	56401	\$240,663
Total			\$240,663

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

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

Deputy Clerk

Kevin W. White, Chairman

Adopted

OMB Approved



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1073

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Amendment to the Payment in Lieu of Taxes with Sacred Heart Health Systems

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Amendment to the Payment in Lieu of Taxes Agreement with Sacred Heart Health System - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the First Amendment to Agreement for Payment in Lieu of Taxes by and Among Escambia County Board of County Commissioners and Sacred Heart Health System, Inc. This amendment changes the schedule of payments with the final payment being made by December 31, 2011, rather than June 30, 2011.

BACKGROUND:

The Board approved the current agreement on December 9, 2010 that allows Sacred Heart to make voluntary payments to the County. This amendment changes the schedule of payments with the final payment being made by December 31, 2011 rather than June 30, 2011.

BUDGETARY IMPACT:

Final payments will be received in December of 2011 rather than June of 2011.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the amendment.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PILOT w/SHH 1st Amendment

**FIRST AMENDMENT TO AGREEMENT FOR
PAYMENT IN LIEU OF TAXES BY AND AMONG
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND SACRED HEART HEALTH SYSTEM, INC.**

THIS IS THE FIRST AMENDMENT TO AGREEMENT FOR PAYMENT IN LIEU OF TAXES, dated June 30, 2011, by and among the Escambia County Board of County Commissioners, having its principal office located at 221 Palafox Place, Pensacola, FL 32502. (the "County") and Sacred Heart Health System, Inc., a Florida charitable not-for-profit corporation having its principal office located at 5151 North Ninth Avenue, Pensacola, Florida 32504, ("SHHS").

WITNESSETH:

WHEREAS, on or about the December 9, 2010, SHHS and County entered into an Agreement For Payment in Lieu of Taxes (the "Agreement") whereby the County agreed to accept payments from SHHS in lieu of certain real and tangible personal property taxes, as described more particularly therein; and

WHEREAS, the Parties hereto have agreed to amend the 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. The foregoing recitals are true and correct and incorporated herein by reference.
2. That Paragraph 4.3 is hereby amended as follows:

4.3 Payment in the amount set forth in Exhibit B per above calculation shall be due and payable as follows: paid prior to \$950,000.00 on or before June 30, 2011, and \$981,309.00 on or before December 31, 2011.
3. That Paragraphs 6. Deadline for Adoption by the County is hereby deleted in its entirety.
4. That Paragraph 7. Deadline for Adoption by SHHS is hereby deleted in its entirety.
5. 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.

6. 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: Emie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

SACRED HEART HEALTH SYSTEM, INC., a
Florida charitable not-for-profit corporation

Bobby Elmore

ATTEST:
[Signature]

Corporate Secretary
Assistant

(Corporate Seal)

This document approved as to form
and legal sufficiency
By *[Signature]*
Title *HCA*
Date *7/7/11*



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1067

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Surplus and Sale of Real Property

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Surplus and Sale of Real Property Located in the 1st Block of East Jordan Street - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located in the 1st Block of East Jordan Street:

A. Declare surplus the Board's real property, Account Number 13-2091-000, Reference Number 00-0S-00-9010-018-118;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$95, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

C. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

Escambia County acquired this property through Chancery Order in December 30, 1944. The Property Appraiser's 2010 Certified Roll Assessment value is \$95. The County does not need this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

1ST Blk E Jordan St-132091000

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 000S009010018118 Account: 132091000 Owners: ESCAMBIA COUNTY Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502 Situs: 1ST BLK E JORDAN ST 32501 Use Code: COUNTY OWNED Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</p>	<p>2010 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$95 <hr/> Total: \$95 Save Our Homes: \$0</p> <p>Disclaimer</p> <hr/> <p>Amendment 1 Calculations</p>												
<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>None</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	None						<p>2010 Certified Roll Exemptions</p> <p>GOVT. OWNED VIA FORECLOSURE</p> <p>Legal Description</p> <p>LT 18 BEL NO BLK 118 BELMONT TRACT CHANCERY CASE # 33610 CA 80</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
None													

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

<p>Section Map Id: CA080</p> <p>Approx. Acreage: 0.0900</p> <p>Zoned: CO</p>	<p>The map displays a parcel with dimensions of 5, 60, 125, and 30 units. The parcel is labeled with ID 9010-18-118. It is situated on E JORDAN ST. Other nearby parcels are labeled with IDs 9010-11-118 and 9010-1-117. A north arrow is present in the top left corner of the map area.</p>
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Buildings
Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

Use numeric selection labels
 Download Selection Data (1 row)

Record Search

Reference: 00-05-00-9010-018-118
Account: 13-2091-000
Section Map: CA080
Situs: 1ST BLK E JORDAN ST
Subdivision:
 BELMONT TRACT
Owner: ESCAMBIA COUNTY
Mailing Address:
 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Last Sale: n/a, \$0
Property Use: COUNTY OWNED
Approx. Acreage: 0.0900
Building Count: 0
Total Heated Area: 0
Zoned: CO

Include radius in selection (5280 ft max)

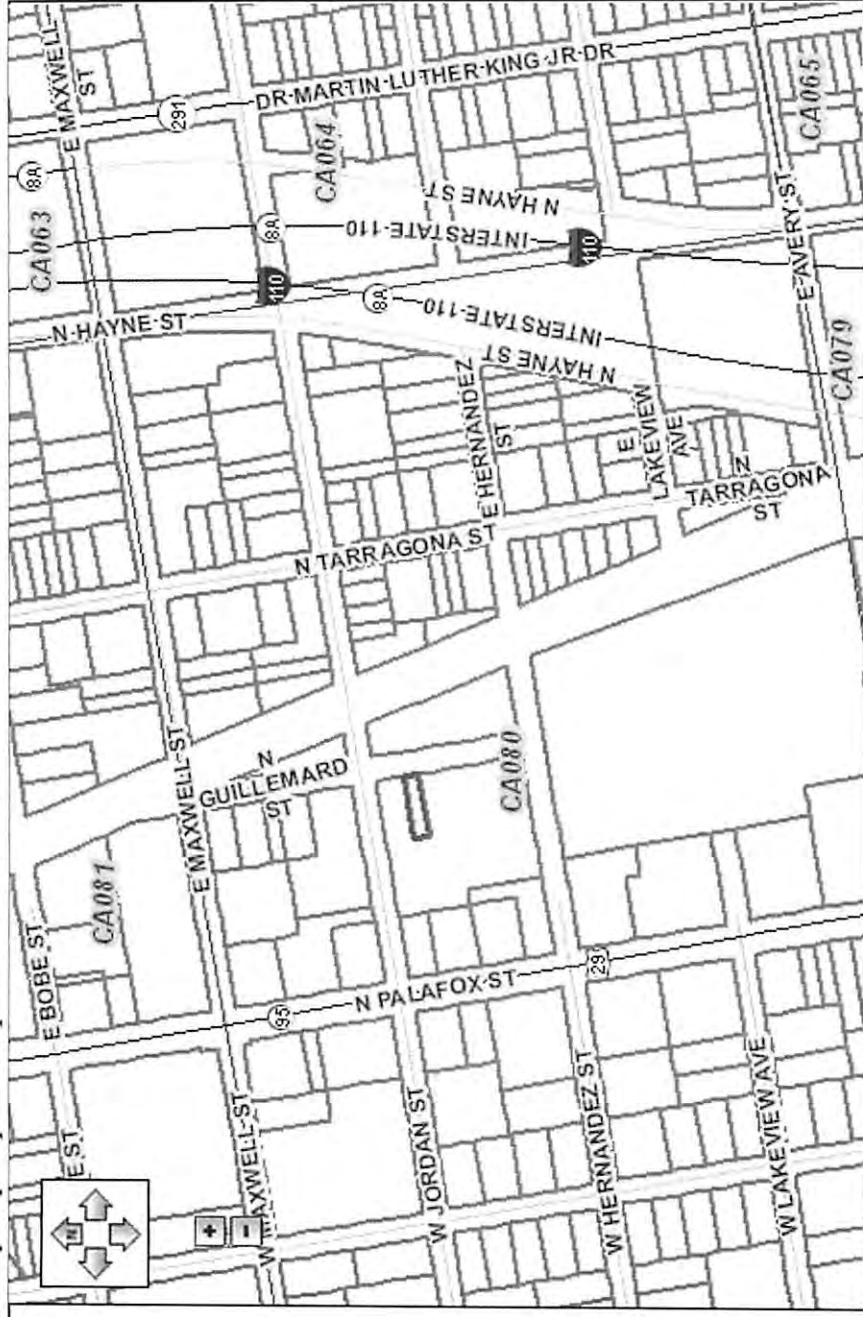
ft
Radius is used only with single parcel selection

Lookup Options:

Reference Nbr

Auto Select
Lookup Results

Ex: 012N33444455666



PARCEL ID#	FOLIO/ACCT #	NAME	TITLE OWNERSHIP	TITLE TRANSFER DATE	TITLE
162S301801002052	06-0196-000	ESCAMBIA COUNTY WOODS, HATTIE	TRANSFER DOCUMENT CO 59 P 181 (CHANCERY ORDER) TAX CERTIFICATE # 143	December 31, 1958	TRANSFER TO ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
172S30509000040	06-2372-000	ESCAMBIA COUNTY HOLSBERY, J EDWIN	CO 38 P 108 (CHANCERY ORDER) TAX CERTIFICATE # 196, 1946 P 58	December 31, 1949	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
332S301300001023	06-3769-000	ESCAMBIA COUNTY GILMORE, M G HOLLAND, G D	CO 45 P 142 (CHANCERY ORDER) TAX CERTIFICATE # 208, 1947 P 73	December 30, 1952	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
502S304010000009	08-0053-000	ESCAMBIA COUNTY HOLLEY, NOVAL L HOLLEY, LETTIE B	CO 45 P 142 (CHANCERY ORDER) TAX CERTIFICATE # 247 1947 P 73	December 30, 1952	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
502S304010000010	08-0054-000	ESCAMBIA COUNTY SUDDUTH, E W	CO 45 P 142 (CHANCERY ORDER) NOTE: DISCREPANCY IN LEGAL DESCRIPTION IN CO 45 P 142 STATES "175.8 FT" TO POB VS. OLD TAX ROLL STATES "197.2 FT" TO POB	December 30, 1952	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
502S305091000008	08-1444-000	ESCAMBIA COUNTY G I HOMES OF PENSACOLA	CO 59 P 181 (CHANCERY ORDER) TAX CERTIFICATE # 236, 1951 P 77	December 31, 1958	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
502S305060001002	08-1703-000	ESCAMBIA COUNTY ANDREWS, R C	CO 29 P 351 (CHANCERY ORDER) TAX CERTIFICATE # 631, 1941? TAX CERTIFICATE # 1028, 1942? P 14 SOLD TO JOSEPH E GRIFFIN 3/14/45	December 30, 1944	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
502S305060001003	08-1704-000	ESCAMBIA COUNTY ANDREWS, R C	CO 29 P 351 (CHANCERY ORDER) TAX CERTIFICATE # 205 TAX CERTIFICATE # 632 P 14	December 30, 1944	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
122S313401000000	09-3818-000	ESCAMBIA COUNTY WILLIAMS, C H	CO 59 P 181 (CHANCERY ORDER) TAX CERTIFICATE # 284, 1950 P 77 TAX CERTIFICATE # 447, 1949	December 31, 1958	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")

192S312201000000	09-4033-000	ESCAMBIA COUNTY WILLIAMS, C H	CO 29 P 351 (CHANCERY ORDER)	December 30, 1944	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
153S312000000250	10-2003-000	ESCAMBIA COUNTY SCOTT, FRED M	CO 59 P 181 (CHANCERY ORDER) TAX CERTIFICATE # 331, 1950 P 78	December 31, 1958	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
055N302104000000	11-1213-000	ESCAMBIA COUNTY ?	CO 38 P 108 (CHANCERY ORDER) TAX CERTIFICATE # 540, 1945 P 64	December 31, 1949	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
055N302422000000	11-1264-000	ESCAMBIA COUNTY STUCKEY, NEWTON	CO 59 P 181 (CHANCERY ORDER) TAX CERTIFICATE # 359, 1950 TAX CERTIFICATE # 283, 1953 P 78	December 31, 1958	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
055N304324000000	11-1397-000	ESCAMBIA COUNTY SMITH, WILBURN T & MERLE	CO 59 P 181 (CHANCERY ORDER) TAX CERTIFICATE # 305, 1949 P 78	December 31, 1958	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
065N302205000000	11-1524-000	ESCAMBIA COUNTY PATTERSON, MARY TR	CO 38 P 108 (CHANCERY ORDER) TAX CERTIFICATE # 545, 1945 P 64	December 31, 1949	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
065N302402000000	11-1530-000	ESCAMBIA COUNTY WEADEN, CINDY	CO 59 P 181 (CHANCERY ORDER) TAX CERTIFICATE # 361, 1950 P 78	December 31, 1958	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
085N302318000000	11-1863-000	ESCAMBIA COUNTY MCNIEL, A S	CO 45 P 142 (CHANCERY ORDER) TAX CERTIFICATE # 366, 1947 P 74	December 30, 1952	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
085N303215000000	11-1930-000	ESCAMBIA COUNTY REESE, DAN H	CO 59 P 181 (CHANCERY ORDER) TAX CERTIFICATE # 387, 1950 P 78	December 31, 1958	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
225N301018000000	11-2002-000	ESCAMBIA COUNTY EMMONS, IDA NOTE: THERE IS A DISCREPANCY IN THE LEGAL DESCRIPTION IN DB 141 P 344 TO IDA EMMONS & TAX DEED IN OR 905 P 95 TO KIRKE M BEALL (BUT TAX DEED REFERENCE DB 141 P 344) SHOULD BE 180 FT BY 150 FT	CO 29 P 351 (CHANCERY ORDER) TAX CERTIFICATE # 320 P 27 TAX CERTIFICATE # 585 CANCELLED 2/17/1946	December 30, 1944	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")

316N304404000000	11-2048-000	ESCAMBIA COUNTY ALLEN, ANNIE LEE	CO 59 P 181 (CHANCERY ORDER) TAX CERTIFICATE # 310, 1952 P 78	December 31, 1958	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
326N300800001003	11-2231-000	ESCAMBIA COUNTY JOHNSON, THOMAS M	CO 38 P 108 (CHANCERY ORDER) TAX CERTIFICATE # 452, 1943 P 65 (LEGAL DIFFERENCE IN CHANCERY ORDER VS TAX ROLL)	December 31, 1949	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
101N314306000000	11-3202-000	ESCAMBIA COUNTY BROWN, GERTRUDE	CO 38 P 108 (CHANCERY ORDER) TAX CERTIFICATE # 1974, 1942 P 65	December 31, 1949	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
101N314313000000	11-3214-000	ESCAMBIA COUNTY RAMSEY, MATTIE	CO 59 P 181 (CHANCERY ORDER) TAX CERTIFICATE # 379, 1950 P 78 TAX CERTIFICATE # 461, 1943	December 31, 1958	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
392N313000021008	12-0797-000	ESCAMBIA COUNTY MILLER, MRS W A	CO 29 P 351 (CHANCERY ORDER) TAX CERTIFICATE # 513 8 TAX CERTIFICATE # 2127 2 P 29	December 30, 1944	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
265N313301000000	12-1811-000	ESCAMBIA COUNTY TOOMER, C A	CO 45 P 142 (CHANCERY ORDER) TAX CERTIFICATE # 411	December 30, 1952	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
000S009001003029	13-0086-000	ESCAMBIA COUNTY JADRIEVIC, JAMES EST OF	CO 59 P 181 (CHANCERY ORDER) TAX CERTIFICATE # 481, 1950	December 31, 1958	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
000S009010018118	13-2091-000	ESCAMBIA COUNTY THE DANIELL CO	CO 29 P 351 (CHANCERY ORDER) TAX CERTIFICATE # 1905, 1941? TAX CERTIFICATE # 2819, 1942?	December 30, 1944 LOT 16 OF THIS PARCEL SOLD ("TITLE QUIETED TO LORENZO & INEZ FITCH 1/23/50 (DEED 312/211)	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
000S009010020139	13-2275-000	ESCAMBIA COUNTY BEGGS AND WIERNICKE	CO 59 P 181 (CHANCERY ORDER) TAX CERTIFICATE # 422, 1953	December 31, 1958	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
000S009020022056	13-3332-000	ESCAMBIA COUNTY UNKNOWN	CO 59 P 181 (CHANCERY ORDER) Tax Certificate # 521, 1951 (CANCELLED 1/23/59 BY COMPTRROLLER?)	December 31, 1958 *BOOK HAS E 45 FT; ON WEBSITE LEGAL WE HAVE E 36 FT	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")



000S009020003085	13-3556-000	ESCAMBIA COUNTY STATE SAVINGS BANK	CO 29 P 351 (CHANCERY ORDER) TAX CERTIFICATE # 2113 1 P 37 TAX CERTIFICATE # 3080 2	December 30, 1944	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
000S009020070129	13-4208-500	ESCAMBIA COUNTY CITY OF PENSACOLA	CO 38 P 108 (CHANCERY ORDER) TAX CERTIFICATE # 556, 1946 P 67	December 31, 1949	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
000S009060040003	15-0035-000	ESCAMBIA COUNTY SMITH, PEARL M	CO 38 P 108 (CHANCERY ORDER) TAX CERTIFICATE # 922, 1943 P 67	December 31, 1949	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
000S009060161012	15-0137-000	ESCAMBIA COUNTY HYER, EMMA T	CO 38 P 108 (CHANCERY ORDER) TAX CERTIFICATE # 1023, 1945 TAX CERTIFICATE # 931, 1943 P 68	December 31, 1949	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
000S009060121021	15-0252-000	ESCAMBIA COUNTY UNKNOWN	CO 29 P 351 (CHANCERY ORDER) TAX CERTIFICATE # 3823	December 30, 1944	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
000S009060230021	15-0260-000	ESCAMBIA COUNTY HENDERSON, MARY EST OF	CO 45 P 142 (CHANCERY ORDER) TAX CERTIFICATE # 650, 1947 P 75	December 30, 1952	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
000S009060240024	15-0311-000	ESCAMBIA COUNTY WATERS, J D EST OF	CO 59 P 181 (CHANCERY ORDER) TAX CERTIFICATE # 565, 1953 P 79	December 31, 1958	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
000S009060011051	15-0618-000	ESCAMBIA COUNTY GREEN, JORDAN ARGYLE, JAMES HARDY, LENA	CO 38 P 108 (CHANCERY ORDER) TAX CERTIFICATE # 1056, 1945 P 68	December 31, 1949	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
000S009070142003	15-1958-000	ESCAMBIA COUNTY BADGETT, EDWARD	CO 38 P 108 (CHANCERY ORDER) TAX CERTIFICATE # 4140, 1942 P 68	December 31, 1949	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")
000S009080140032	15-2621-000	ESCAMBIA COUNTY DISBROW, MARILYN	CO 38 P 108 (CHANCERY ORDER) TAX CERTIFICATE # 1171, 1945 P 69 (LANDS SOLD FOR TAXES, P 73; OWNER IS MAXENT LAND CO, DB 94 P 109?) September 29, 1921	December 31, 1949	ESCAMBIA COUNTY ("TITLE QUIETED UNDER DECREE OF FORECLOSURE")



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1063

County Administrator's Report Item #: 14. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Certification of Millage and Budget Action Items

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Certification of the Millage Rate for Fiscal Year 2011/2012 and other Budgetary Action Items - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the certification of millage rates and the scheduling of Public Hearings for the Fiscal Year 2011/2012 Budget:

A. Certify the millage rates for fiscal year 2011/2012 as follows:

County-wide Operating – 6.9755

Law Enforcement MSTU (Municipal Services Taxing Unit) - .685

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public. The millage rates must be certified by August 4, 2011. The millage rates are the same levels as those used for funding purposes in Fiscal Year 2010/2011;

B. Certify the proposed millage rates at 3.47% below the aggregate rolled-back rate;

C. Reaffirm the Board's intent to maintain the allocation of revenues at the 50% increment in the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2011/2012;

D. Approve the scheduling of a Public Hearing on the Fiscal Year 2011/2012 Budget for September 13, 2011, at 5:01 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Escambia County Governmental Complex, 221 Palafox Place, Pensacola, Florida;

E. Approve the scheduling of a Public Hearing to adopt the Fiscal Year 2011/2012 non-ad valorem Special Assessment Roll at 5:02 p.m., on September 13, 2011, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Escambia County Governmental Complex, 221 Palafox Place, Pensacola Florida;

F. Eliminate the hiring freeze for all vacant, budgeted positions to allow the County Administrator or his designee to recruit and fill these positions as necessary; and

G. Authorize the County Administrator or his designee to address pay disparities and reclassifications according to revised Human Resources policies with an effective date of October 1, 2011, as long as the maximum financial impact does not exceed \$220,000 across all funds.

BACKGROUND:

Florida Statutes 200.065 requires Counties to certify to the Property Appraiser the proposed millage rate, roll back rate and the date, time and place of the first public hearing to adopt the budget. The Property Appraiser will then use this data to mail to all affected property owners in the County their estimated property taxes for the coming year and notify them of the public hearing to adopt the budget and these tax rates.

As of October 1, 2011, the County will have been under a partial hiring freeze for two years. This hiring freeze was used to attrite positions as they became available and has been successful in reducing the workforce by 10%. Lifting this hiring freeze will only allow the County to fill vacant, funded positions on an as-needed basis and will not preclude the County's ability to continue to attrite positions for efficiency.

With the hiring freeze and downsizing of the County workforce many remaining positions have been combined. Other positions have had additional job duties assigned. This has created or exacerbated job disparities and pay inequities. In some cases employees are performing duties above their job class and in others they are performing very similar duties to other employees but with vastly different compensation. For example, there are certain employees performing essentially the same job duties as other employees but making between \$15,000 and \$30,000 less than their counterparts.

BUDGETARY IMPACT:

The maximum of the \$220,000 for the disparity adjustments will be included in the FY 11/12 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

There will be no net increase or decrease of positions as a result of this action. This action will allow the County to recruit and fill vacant, budgeted positions on as-needed basis. This will also allow the County Administrator or his designee to address pay disparity issues for existing staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon certification of the millage the County Administrator will sign the required forms which will then be transmitted to the Property Appraiser. The Property Appraiser will use this data to mail notices to every affected property owner.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1057

County Administrator's Report Item #: 14. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Conveyance of Real Property to Pensacola Habitat for Humanity, Inc.

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Conveyance of Real Property Located at 811 Grandview Street to Pensacola Habitat for Humanity, Inc., - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

- A. Declare surplus the Board's real property located at 811 Grandview Street, Account Number 06-4000-000, Reference Number 33-2S-30-3300-060-265;
- B. Adopt the Resolution authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;
- C. Approve the sale price of \$6,430.61 for the 811 Grandview Street property;
- D. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
- E. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and
- F. Authorize the Chairman to execute the Resolution and all documents related to the sale.

BACKGROUND:

Escambia County acquired this property through foreclosure in April 2011. The Property Appraiser's 2010 Certified Roll Assessment value for the properties is \$6,531. The County does not need this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

811 Grandview St backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment	
Reference:	332S303300060265	Improvements:	\$0
Account:	064000000	Land:	\$6,531
Owners:	ESCAMBIA COUNTY	Total:	\$6,531
Mail:	221 PALAFOX PLACE PENSACOLA, FL 32502	<u>Save Our Homes:</u>	\$0
Situs:	811 GRANDVIEW ST 32505	Disclaimer	
Use Code:	VACANT RESIDENTIAL	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data		2010 Certified Roll Exemptions	
Sale Date	Book Page Value Type	None	
	Official Records (New Window)	Legal Description	
04/1993	4080 674 \$9,000 WD View Instr	S 20 FT OF LTS 6 7 8 AND N 30	
05/1988	2946 177 \$8,950 SC View Instr	FT OF LTS 9 10 11 BLK 265	
03/1983	1750 869 \$100 QC View Instr	MULWORTH S/D...	
03/1982	1627 796 \$1,300 WD View Instr	Extra Features	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		None	

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)



Buildings
Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
332S303300060265 - Full Legal Description

S 20 FT OF LTS 6 7 8 AND N 30 FT OF LTS 9 10 11 BLK 265 MULWORTH S/D PB 1 P 40 OR 6706 P 1312 CA
146



Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

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



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

Reference: 33-25-30-3300-060-265
Account: 06-4000-000
Section Map: CA146
Situs: 811 GRANDVIEW ST
Subdivision:
 MULWORTH PB 1 P 40
Owner: ESCAMBIA COUNTY
Mailing Address:
 221 PALAFOX PLACE
 PENSACOLA, FL 32502
Last Sale: 4/1993, \$9,000
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.2100
Building Count: 0
Total Heated Area: 0
Zoned: R-3

Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr:

Ex: 012N334444555666

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL ACTION**

CASE NO. 2010 CA 002888

ESCAMBIA COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Plaintiff

VS.

DORIS U MIDDLETON , et al.

Defendant

CERTIFICATE OF TITLE

The undersigned, Ernie Lee Magaha, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been executed and filed in this action on February 23, 2011, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

**THE SOUTH 20 FEET OF LOTS 6, 7, & 8, & THE NORTH 30
FEET OF LOTS 9, 10, & 11, ALL IN BLOCK 265, MULWORTH,
PLAT BOOK ONE, PAGE FORTY (PB1 P40) SECTION 30,
TOWNSHIP 2 SOUTH, RANGE 30 WEST OF THE PUBLIC
RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

was sold to ESCAMBIA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

221 PALAFOX PLACE PENSACOLA, FL, 32502

WITNESS my hand and seal of the court this 4 day of April, 2011



Ernie Lee Magaha
Clerk of the Circuit Court

BY:

Cheri Long
Deputy Clerk

Case: 2010 CA 002888

00056584368

Dkt: CA1173 Pg#: 1

\$10000

20

RESOLUTION R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO PENSACOLA HABITAT FOR HUMANITY, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property located in Escambia County, Florida, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, Pensacola Habitat for Humanity, Inc., a Florida corporation not-for-profit (Habitat), has requested that the County convey the Property to it so that it can be developed for affordable housing; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to Habitat under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to Habitat is authorized pursuant to Section 125.38, Florida Statutes.

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

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

Section 2. The County shall convey the Property to Habitat for a purchase price of Six Thousand Four Hundred thirty Dollars and Sixty-One Cents (\$6,430.61), with all closing costs being borne by Habitat, and otherwise in accordance with the terms of the Agreement for Sale and Purchase attached to this Resolution.

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

ADOPTED this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: [Signature]
Title: Asst. County Attorney
Date: July 1, 2011

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 2011, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Pensacola Habitat for Humanity, Inc., whose address is 1060 North Guillemard Street, Pensacola, Florida 32501 (Buyer).

WITNESSETH:

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

The South 20 feet of Lots 6, 7, & 8, and the North 30 feet of Lots 9, 10, & 11, all in Block 265, Mulworth, Plat Book One, Page Forty (PB1 P40) Section 30, Township 2 South, Range 30 West of the Public Records of Escambia County, Florida.

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on July 21, 2011, Seller approved the sale of the Property to Buyer for the amount of Six thousand Four Hundred Thirty Dollars and Sixty-One Cents (\$6,430.61); and

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

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

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. Purchase Price and Method of Payment. The purchase price for the Property is Six Thousand Four Hundred Thirty Dollars and Sixty-One Cents (\$6,430.61) and must be paid by certified or official check at closing.
3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence

of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

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

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

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

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

7. **Condition of Property.** Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the

Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

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

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

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

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

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

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

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

under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

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

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller’s attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 120 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

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

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

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

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

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

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

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

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

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in

the event of litigation related to the sale and purchase of the Property.

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

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

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

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

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

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

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

TO THE SELLER:

Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:

Katheryn Y. Fulchino, Contract Manager
Pensacola Habitat for Humanity, Inc.
1060 North Guillemard Street
Pensacola, Florida 32501

WITH A COPY TO:

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

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

24. **Further Assurances.** Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.
25. **Relationship of the Parties.** Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.
26. **Risk of Loss.** The risk of loss to the property is the responsibility of Seller until closing.
27. **Property Tax Disclosure Summary.** Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.
28. **Miscellaneous.** If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Kevin W. White, Chairman

Deputy Clerk

BCC Approved: 7/21/2011

BUYER:
PENSACOLA HABITAT FOR HUMANITY,
INC.

Witness _____
Print Name _____

By: Katheryn Y. Fulchino, Contract Manager

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____,
2011, by Katheryn Y. Fulchino, as Contract Manager for Pensacola Habitat for Humanity, Inc.
She is personally known to me, or produced current
_____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1058

County Administrator's Report Item #: 14. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Surplus and Sale of Real Property

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at West St. Joseph Street, - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at West St. Joseph Street:

A. Declare surplus the Board's real property, Account Number 06-2246-000, Reference Number 17-2S-30-1600-126-126;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$95, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

C. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

Escambia County acquired this property through escheatment in January 1982. The Property Appraiser's 2010 Certified Roll Assessment value is \$95. The County does not need this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

W St. Josphe St-06-2246-000

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 172S301600126126 Account: 062246000 Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502 Situs: W ST JOSEPH ST 32501 Use Code: COUNTY OWNED Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</p>	<p>2010 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$95 <hr/> Total: \$95 Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1 Calculations</p>
---	---

<p>Sales Data</p> <p>Sale Date Book Page Value Type Official Records (New Window)</p> <p>01/1982 1606 883 \$100 TD View Instr Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	<p>2010 Certified Roll Exemptions</p> <p>COUNTY OWNED</p> <p>Legal Description</p> <p>E 10 FT OF LT 126 KANEN PLACE NO 1 AND 2 PB 1/2 P 96/9 OR 1606 P 883...</p> <p>Extra Features</p> <p>None</p>
---	--

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

<p>Section Map Id: 17-2S-30-1</p> <p>Approx. Acreage: 0.0500</p> <p>Zoned: R-4</p>	
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Buildings
Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
172S301600126126 - Full Legal Description

E 10 FT OF LT 126 KANEN PLACE NO 1 AND 2 PB 1/2 P 96/9 OR 1606 P 883 ACCORDING TO FLORIDA
STATUTE 197.502(8)



Chris Jones Escambia County Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



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

Reference: 17-2S-30-1600-126-126
Account: 06-2246-000
Section Map: 17-2S-30-1
Situs: W ST JOSEPH ST
Subdivision:
 KANEN PLACE PB 1/2 P 96/9
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COM
Mailing Address:
 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Last Sale: 1/1982, \$100
Property Use: COUNTY OWNED
Approx. Acreage: 0.0500
Building Count: 0
Total Heated Area: 0
Zoned: R-4

Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr: Lookup Results:

Ex: 012N334444555666

DEED

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

P. O. Box 1111
Pensacola, Florida

1606 PAGE 883

WHEREAS, Tax Certificate No. 938 was issued on the first day of June, 19 67, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Florida 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

East 10 feet of lot 126, Kanen Place Number 1 and 2,
Plat Book 1/2, pages 96/9, Section 17, Township 2 South,
Range 30 West.

121243
121243
JAN 8 3 02 PM '82
RECORDED
Escambia County, Florida

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Clairine J. ...
Robert ...

Joe A. Flowers
JOE A. FLOWERS, as Comptroller of
Escambia County, Florida
(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Clairine J. ...
Notary Public
My Commission Expires: 4/10/82



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1056

County Administrator's Report Item #: 14. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Acquisition of Properties Located in the 1200 Block and 1600 Block of West Scott Street

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acquisition of Properties Located in the 1200 Block and 1600 Block of West Scott Street, - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the acquisition of real properties for Public Work's West Scott Street Sidewalk Project [Project Number 11EN1263]:

A. Authorize the purchase of real property located in the 1200 Block of West Scott Street, Account Number 06-2325-000, Reference Number 17-2S-30-5008-000-001, and in the 1600 Block of West Scott Street, Account Number 06-1941-000, Reference Number 17-2S-30-1500-006-004; and

B. Approve the Tax Deed purchase price of \$924.35 for the 1200 West Scott Street Block and \$860.06 for the 1600 West Scott Street Block properties, for a total of \$1,784.41.

BACKGROUND:

These properties are part of the Tax Deed Application List submitted for Board approval on February 17, 2011. Because these parcels did not sell during the May 2, 2011 Tax Deed Sale, the County has a 90-day purchase priority period [FL Statute 197.502(7) which ends August 2, 2011.

BUDGETARY IMPACT:

Properties will be purchased with resources from Fund 352 LOST III, Account 210107, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

These properties are being purchased utilizing Florida Statute 197.502(7)

IMPLEMENTATION/COORDINATION:

NA

Attachments

1200 & 1600 Blks W Scott St-Tax Deed

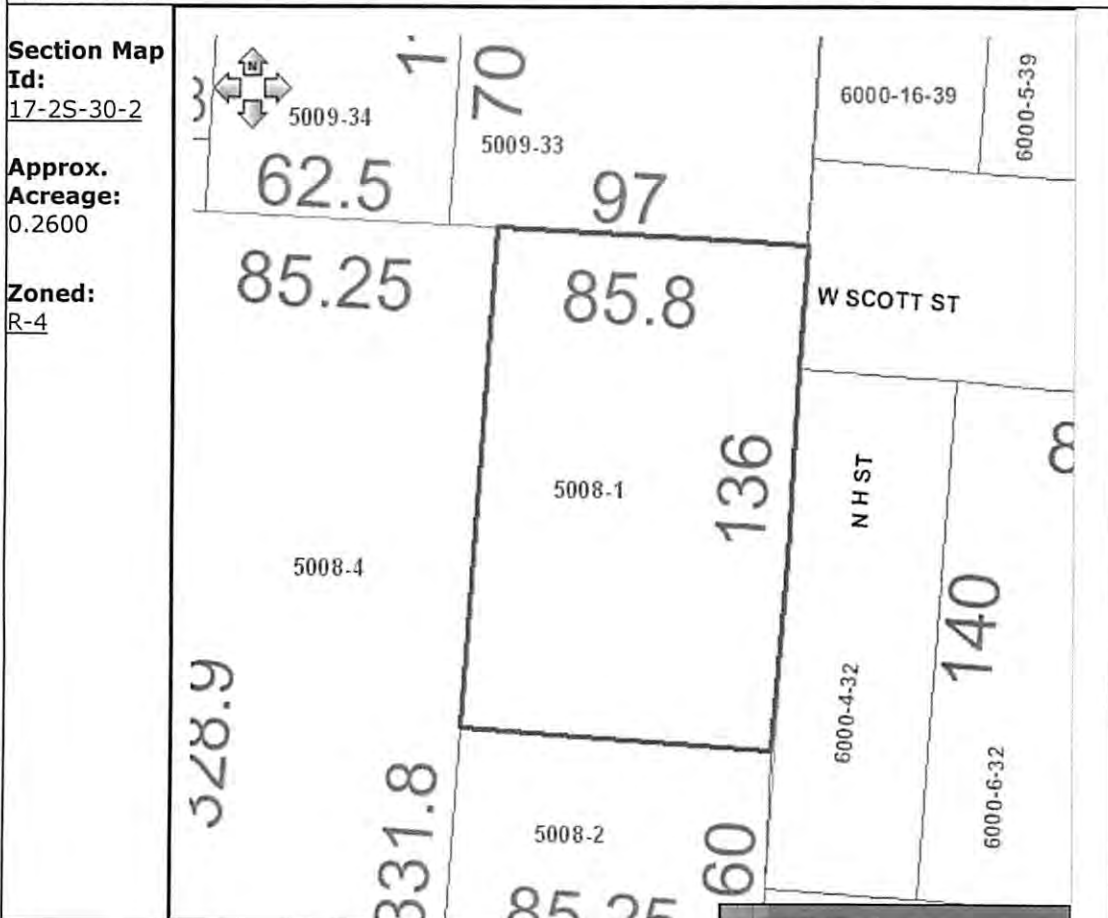
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 172S305008000001 Account: 062325000 Owners: SPIRES FRANCES Mail: 5938 MOUNT ZION BLVD ELLENWOOD, GA 30294 Situs: 1200 W SCOTT ST BLK 32501 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</p>	<p>2010 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$10,110 Total: \$10,110 <i>Save Our Homes:</i> \$0</p> <p>Disclaimer</p> <p>Amendment 1 Calculations</p>																		
<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1975</td> <td>944</td> <td>633</td> <td>\$7,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1968</td> <td>384</td> <td>375</td> <td>\$7,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/1975	944	633	\$7,000	WD	View Instr	01/1968	384	375	\$7,000	WD	View Instr	<p>2010 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description</p> <p>E 85 5/10 FT OF N 136 FT OF LT 8 S/D OR 944 P 633</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
01/1975	944	633	\$7,000	WD	View Instr														
01/1968	384	375	\$7,000	WD	View Instr														

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)



Buildings
Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

Record Search
 Download Selection Data (1 row)

Reference: 17-25-30-5008-000-001
Account: 06-2325-000
Section Map: 17-25-30-2
Situs: 1200 W SCOTT ST BLK
Owner: SPIRES FRANCES
Mailing Address:
 5938 MOUNT ZION BLVD
 ELLENWOOD, GA 30294
Last Sale: 1/1975, \$7,000
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.2600
Building Count: 0
Total Heated Area: 0
Zoned: R-4

Use numeric selection labels

Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr: Lookup Results

Ex: 012N334444555666

Print Tool **Copy Map Image**

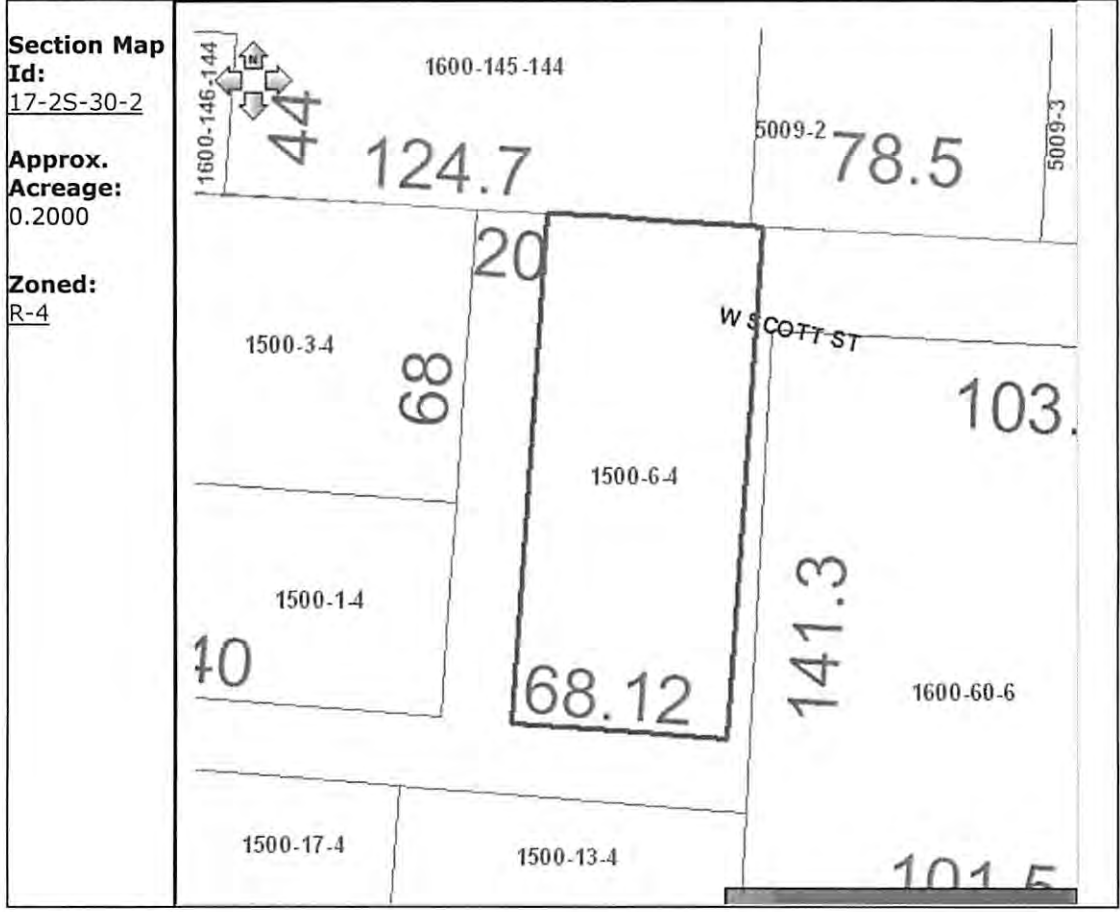
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 172S301500006004 Account: 061941000 Owners: SPIRES FRANCES Mail: 5938 MOUNT ZION BLVD ELLENWOOD, GA 30294 Situs: 1600 SCOTT ST BLK 32501 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		2010 Certified Roll Assessment Improvements: \$0 Land: \$5,768 Total: \$5,768 <i>Save Our Homes:</i> \$0 Disclaimer Amendment 1 Calculations																		
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1978</td> <td>1195</td> <td>231</td> <td>\$1,100</td> <td>OT</td> <td>View Instr</td> </tr> <tr> <td>01/1974</td> <td>827</td> <td>470</td> <td>\$1,100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/1978	1195	231	\$1,100	OT	View Instr	01/1974	827	470	\$1,100	WD	View Instr	2010 Certified Roll Exemptions None Legal Description LTS 6 7 BLK 4 OR 827 P 470 BRITTON PLACE PLAT DB 154 P 521... Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)															
01/1978	1195	231	\$1,100	OT	View Instr															
01/1974	827	470	\$1,100	WD	View Instr															

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)



Buildings
Images



02/06/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

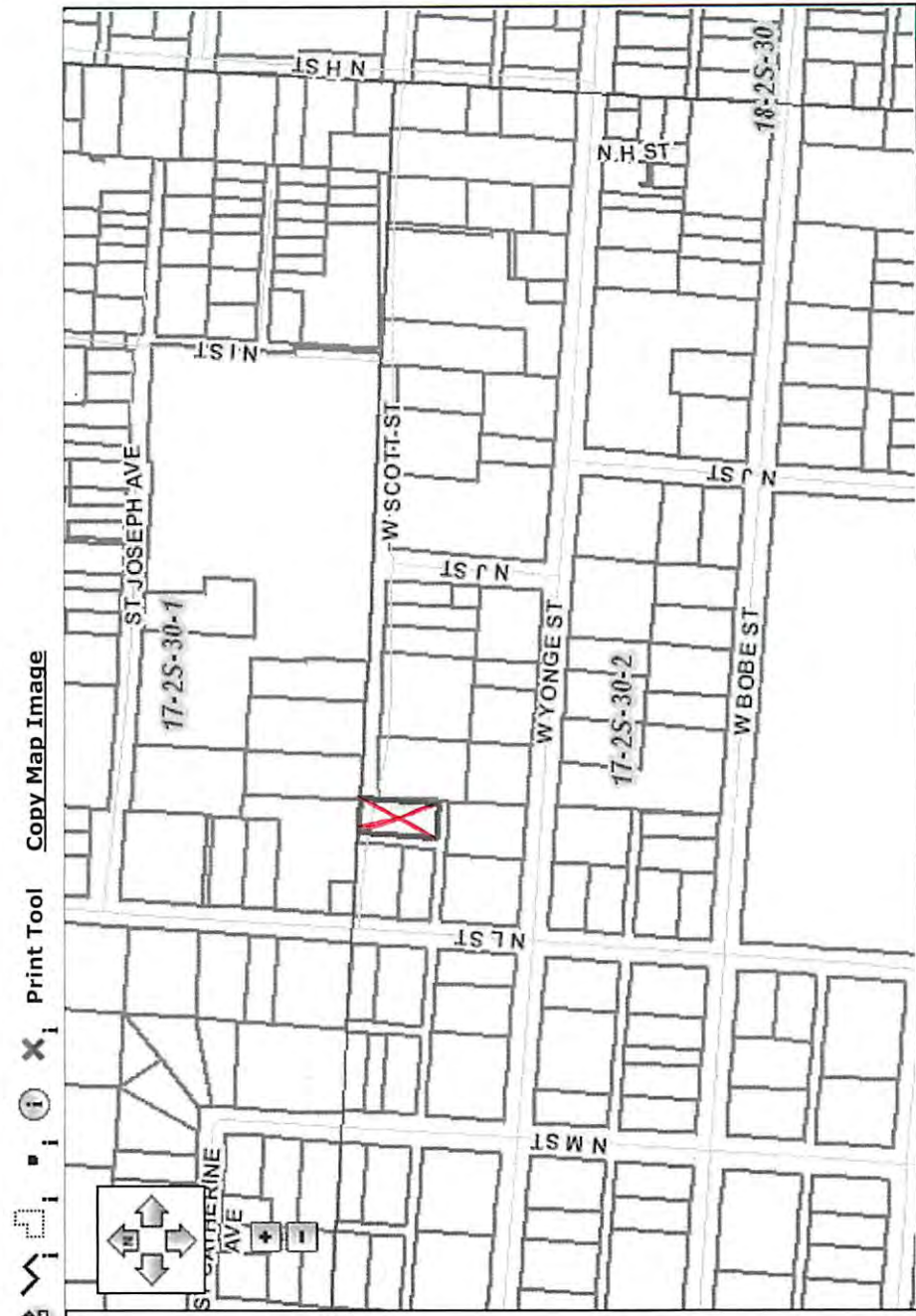
Escambia County Property Appraiser
172S301500006004 - Full Legal Description

LTS 6 7 BLK 4 OR 827 P 470 BRITTON PLACE PLAT DB 154 P 521 OR 1195 P 231



Chris Jones
Escambia County
Property Appraiser

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

Reference: 17-2S-30-1500-006-004
Account: 06-1941-000
Section Map: 17-2S-30-2
Situs: 1600 SCOTT ST BLK
Subdivision:
 BRITTON PLACE PLAT DB 154 P 521
Owner: SPIRES FRANCES
Mailing Address:
 5938 MOUNT ZION BLVD
 ELLENWOOD, GA 30294
Last Sale: 1/1978, \$1,100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.2000
Building Count: 0
Total Heated Area: 0
Zoned: R-4

Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr:

Ex: 012N33444455666



Print Tool Copy Map Image

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA ▶

1-11. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Robertson absent, approving Consent Agenda Items 1 through 11, as follows, with the exception of Item 7, which was held for a separate vote:

1. Approving the *Tax Deed Application List* (as provided) for 335 tax deeds for parcels over \$5,000; the Tax Deed Application process fees total per parcel is \$615; the County must deposit the fees with the Tax Collector (\$225 per parcel) and with the Clerk of the Circuit Court (\$390 per parcel) (Funding: Fund 001, General Fund, Cost Center 110201).
2. Taking the following action concerning the surplus and sale of real property located in the 2900 Block of Old Chemstrand Road:
 - A. Declaring surplus the Board's real property, Account Number 11-0139-000, Reference Number 14-1N-30-1000-014-014;
 - B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,420, in accordance with Section 46.134 of the Escambia County Code of Ordinances, or make a factual determination, in accordance with Section 46-131 of the Escambia County Code of Ordinances, that the value of the real property is \$15,000 or less, as determined by the records of the Escambia County Property Appraiser, and the size, shape, location, and value of the property would make it of use only to one adjacent property owner; and
 - C. Authorizing the Chairman to sign all documents related to the sale.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 1.

County Administrator's Report

Date: 02/17/2011
Issue: Tax Deed Applications for Property over \$5,000
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval: *Cesar R. Oliver 2/10/11*

RECOMMENDATION:

Recommendation Concerning Tax Deed Application for Property Over \$5,000 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board approve the Application List for 335 tax deeds for parcels over \$5,000. (See attached list). The Tax Deed Application process fees total per parcel is \$615. The County must deposit the fees with the Tax Collector (\$225 per parcel) and with the Clerk of the Circuit Court (\$390 per parcel).

[Funding: Fund 001, General Fund, Cost Center 110201]

BACKGROUND:

Florida Statute 197.502(3) provides that the County where the lands described in the certificate are located shall make application for deed on all certificates on property valued at \$5,000 or more on the Property Appraiser's roll, except deferred payment tax certificates, and may make application on those certificates on property valued at less than \$5,000 on the Property Appraiser's roll. The Tax Deed Application process fees total \$615 per parcel (Tax Collector; title search and application fees of \$225, and Clerk of the Circuit Court; advertisement, sheriff, and clerk fees of \$390).

In addition to all other required notices, these properties received a first class notice by mail from the Management and Budget Services Bureau to notify them that a tax deed would be issued on their property if payment were not made.

BUDGETARY IMPACT:

The total cost for these tax deed applications is \$206,025. Funds are available in General Fund (001), 110201.

LEGAL CONSIDERATIONS/SIGN-OFF:

This process is in compliance with Florida Statute 197.502(3).

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

Notification and payment will be made to the Tax Collector's Office and the Clerk of the Circuit Court's Office.

Attachments

Tax Deed Application List

TAX DEED APPLICATION LIST

ACCT_NO	GEO_NO	OWNR_NAME
02-0304-000	111S30-1101-003-090	QUINN MADELINE MARIE
02-0313-155	111S30-1101-015-090	DAVIS JAMES T & KATHLEEN L
02-0635-500	111S30-1901-003-030	SWAIN GEORGE T &
02-0909-000	111S30-1901-006-080	RAWLS LUCILLE B EST OF
02-1316-000	121S30-5101-000-002	KNIGHT WILLIE VAUGHN
02-1333-000	121S30-5209-000-000	WILMER HATTIE
02-1387-000	121S30-5409-000-012	BALDWIN LILLIE BELL
02-1405-000	121S30-5409-000-030	BROWN SAMUEL E & HATTIE D
02-1420-065	121S30-6104-007-002	GREEN WILLIE J
02-1422-000	121S30-6105-000-000	MITCHELL MARY M
02-1430-000	121S30-6106-000-018	SCOTT ANNIE B EST OF
02-1649-100	131S30-1000-000-019	GOODEN DARRELL DEVELOPMENT
02-3589-100	211S30-2101-010-006	WINGATE PAUL F EST OF
02-3626-000	211S30-2101-010-015	STROTHER MICHAEL T & MARY
02-3706-235	211S30-2103-210-003	HARDY HOWARD L III &
02-3706-257	211S30-2103-250-003	HARTLEY WILLIAM & DIANE
03-0059-000	221S30-2300-000-020	LAWYERS TITLE INS CORP
03-0519-506	231S30-1900-000-003	MACK ROBERT & JANE
03-0728-000	231S30-2500-003-006	WOODYARD JOHN B
03-0763-150	231S30-3500-010-001	BOGGAN LAMBERT J & SANDRA D
03-0763-240	231S30-3500-027-001	CREEL W T & LAVADA
03-0800-000	231S30-4401-000-016	ESCAMBIA COUNTY COMMUNITY
03-0889-800	241S30-1600-032-004	BETTS EARNEST U &
03-0963-000	261S30-2101-001-040	CROOM NEAL SR 2/7 & CROOM
03-1003-543	261S30-3101-001-024	VOLUSIA WHOLESALE LAND &
03-1199-000	261S30-5104-000-000	JONES GLORIA D
03-1260-000	261S30-6101-026-004	GONZALEZ AMANDA
03-1443-500	271S30-1203-000-045	SPICER ADAM P
03-1686-560	271S30-3101-014-035	WOS PROPERTIES LLC
04-0476-529	351S30-7113-007-002	WATERS EDDIE L JR
04-0480-001	351S30-7113-001-005	CHURCH JESUS SUPERNATURAL
04-0558-000	351S30-7229-000-001	COLEMAN WILLIAM O 3/18 COLE
04-1897-100	441S30-2002-001-011	EVANS JOYCE
04-2010-005	451S30-3000-001-065	PANHANDLE ELECTRIC SALES &
05-0177-000	032S30-2000-010-016	HUGHES ULYSSES & BARBARA P
05-0747-000	042S30-5003-000-000	SFK STEEL & SUPPLY CO INC
05-0788-000	042S30-6001-018-002	WILLIAMS ANNIE BELL EST OF
05-0809-000	042S30-6001-035-003	HAYWOOD WALLACE
05-0843-000	042S30-6001-029-005	COLLINS RICHARD
05-0902-000	042S30-6001-002-008	GREEN ROSIE LEE LIFE EST &
05-0998-000	042S30-6001-029-013	DEXTER JULE & MAGNOLIA
05-1343-000	042S30-6003-006-005	BANKS E
05-1428-000	042S30-7001-004-005	HARRIS CORA MAE &
05-1882-000	082S30-5003-000-001	ROBINSON DAVID R & SELINA A
05-2200-196	092S30-0550-000-048	JANSSEN ALLEN L & BRENDA
05-2886-000	092S30-1300-012-001	HARRIS ELIZABETH EST OF
05-4436-000	142S30-7000-000-015	MEDINA ANGELITO & HERMINIA
06-0018-070	162S30-1001-134-002	BASCOM LESLIE R & MARION C
06-1017-000	172S30-1000-013-022	PATCHES I INC TRUSTEE
06-1119-500	172S30-1200-090-003	GAINNEY DEBRA V
06-1136-050	172S30-1200-002-005	BANK OF NEW YORK TRUSTEE
06-1251-500	172S30-1300-050-018	CALVIN DOUGLAS D
06-1319-000	172S30-1300-009-031	WILLIAMS CLANFORD SR
06-1320-100	172S30-1300-012-031	BOMSTEIN BRIAN E &
06-1324-000	172S30-1300-001-033	HARRIS ANTHONY J &
06-1344-000	172S30-1300-170-035	RIVERS SAMUEL M
06-1359-000	172S30-1300-017-037	WHITT JUANITA

TAX DEED APPLICATION LIST

2011-000196
Feb. 17, 2011 Page 4

BCC

ACCT_NO	GEO_NO	OWNR_NAME
15-0461-000	000S00-9060-020-036	HALE TRACY &
15-0484-000	000S00-9060-023-038	BROWN H J ESTATE OF
15-0550-000	000S00-9060-160-044	PATCHES I INC TRUSTEE
15-0551-000	000S00-9060-170-044	KELSON JAMES E II
15-0562-000	000S00-9060-007-045	BEATY RAYMOND H
15-0564-000	000S00-9060-010-045	CUSHON HAGAR M EST OF
15-0574-000	000S00-9060-060-046	BROWN WINSTEL
15-0619-000	000S00-9060-012-051	DALE JOHN L &
15-0646-000	000S00-9060-014-053	PATCHES I INC TRUSTEE
15-0699-000	000S00-9060-050-059	WIGGINS EVELYN MCMILLAN EST
15-0733-000	000S00-9060-012-063	WILLIAMS FRED &
15-0740-000	000S00-9060-072-063	BOOKER LEILIA
15-0769-000	000S00-9060-015-065	JOHNSON LAMAR K EST OF &
15-0775-000	000S00-9060-010-068	HAYES LONNIE J
15-0780-000	000S00-9060-110-068	BEATY RAYMOND H
15-0783-000	000S00-9060-122-068	BALLOU MICHAEL
15-0784-100	000S00-9060-150-068	SHARAWAY HUSSEIN S & ANNE B
15-0787-000	000S00-9060-001-069	HAMLER JACQUELYN J 3/96 INT
15-0814-000	000S00-9060-010-072	PATCHES I INC TRUSTEE
15-0826-000	000S00-9060-200-072	COMMUNITY PROPERTY
15-0859-000	000S00-9060-191-077	SHARAWAY HUSSEIN S & ANNE B
15-0898-000	000S00-9060-003-085	JACKSON CLARD
15-0906-000	000S00-9060-024-085	PIERCE JIMMIE EST OF
15-0976-000	000S00-9060-012-093	MCINTIRE LAWRENCE & BERNICE
15-0989-000	000S00-9060-013-094	CARRUTHERS DONNA M 1/2 INT
15-0998-000	000S00-9060-016-095	PATCHES I INC TRUSTEE
15-1028-000	000S00-9060-007-104	RDLS DEVELOPMENT INC
15-1040-000	000S00-9060-015-106	ROBINSON SAMUEL & RUTH
15-1080-000	000S00-9060-200-109	RIEDLINGER THOMAS
15-1094-100	000S00-9060-140-112	HALL WILLIE & ELNORA
15-1222-750	000S00-9060-091-127	BEATY RAYMOND & ELLEN M
15-1227-500	000S00-9060-190-127	DEAS ANNIE P
15-1259-800	000S00-9060-160-132	ROBINSON A T ESTATE OF
15-1486-000	000S00-9060-018-169	TOWNSEND JULIA J
15-1503-000	000S00-9060-030-173	BIRCH GLADE DEVELOPMENT CO
15-1536-500	000S00-9060-013-180	KUTOSI DAVID M
15-1812-000	000S00-9060-004-219	IKNER THOMAS J
15-1853-000	000S00-9060-017-225	COOK CLINTON E
15-1860-100	000S00-9060-050-226	BEATY RAYMOND & ELLEN M
15-2091-000	000S00-9070-090-037	Confidential Per FL Statute
15-2862-000	000S00-9080-003-053	SMITH DOROTHY CAMPBELL
15-3048-500	000S00-9080-021-078	BANKS BETTY MAE
15-3053-000	000S00-9080-008-080	TAYLOR WILLIE F & ISOLENE
15-3204-000	000S00-9080-080-100	CONTAINER AMERICA INC
15-3242-000	000S00-9080-017-103	SAVAGE LEROY
15-3318-000	000S00-9080-080-111	KING MARGARETTE ESTATE OF
15-3425-000	000S00-9080-016-120	MOORER ELLA MAE JOHNSON
15-3502-100	000S00-9080-002-134	ACADIAN AUTO & A/C INC
15-3628-000	000S00-9080-001-163	PENSACOLA CREOSOTING CO
15-3629-000	000S00-9080-001-164	AMERICAN CREOSOTE WORKS

TAX DEED APPLICATION LIST

Feb. 17, 2011 Page 5

ACCT_NO	GEO_NO	OWNR_NAME
06-1360-000	172S30-1300-019-037	WHITT JUANITA
06-1473-000	172S30-1300-011-053	HELTON BOBBY C
06-1482-000	172S30-1300-016-055	WARREN DAVID L
06-1517-000	172S30-1400-009-062	KEHOE JAMES
06-1517-100	172S30-1400-010-062	KEHOE JAMES
06-1575-000	172S30-1400-011-069	SNOW JESSIE MAE
06-1671-000	172S30-1400-004-083	TURNER GEORGIANA
06-1827-500	172S30-1401-021-007	SCOTT JAMES C & MARY E
06-1858-100	172S30-1402-013-012	MCDONALD ROBERT M
06-1941-000	172S30-1500-006-004	SPIRES FRANCES
06-1959-000	172S30-1500-007-007	BARRETT JOSEPH C
06-2114-000	172S30-1500-019-026	WATSON CURTIS L
06-2218-000	172S30-1600-830-083	BRADLEY BAMA EST OF
06-2275-000	172S30-1600-141-140	BEATY RAYMOND H
06-2325-000	172S30-5008-000-001	SPIRES FRANCES
06-2342-000	172S30-5009-000-027	JOHNSON JIMMIE LEE
06-2389-000	172S30-5009-023-041	WEBSTER EDDIE
06-2406-000	172S30-5009-000-064	RIVERS JOHN EST OF
06-2804-000	182S30-6000-002-035	LEWIS BROS AUTO COLLISION &
06-2867-500	182S30-6000-140-041	ESCAMBIA COUNTY COMMUNITY
06-2893-000	182S30-6000-190-043	REASE WILLIE MOSES JR
06-2971-000	182S30-6000-030-057	KING NORMA JEAN
06-3057-000	302S30-1001-012-014	CURRY WILLIE J &
06-3209-000	312S30-2000-190-001	GREENE DON
06-3673-000	332S30-1300-006-012	SWEARINGEN JOHN C 1/2 INT &
06-3755-000	332S30-1300-150-021	OWEN RICHARD W
06-3765-000	332S30-1300-016-022	BLANTON SANDY
06-4000-000	332S30-3300-060-265	MIDDLETON DORIS U
06-4006-100	332S30-3300-092-265	POWERS VICTORIA ANN
06-4094-000	332S30-3301-005-274	ARD JAMES T &
06-4306-500	332S30-4000-013-242	BERTSINGER RODERICK & BAY
06-4354-000	332S30-4000-002-252	STRAUB JOHN R TRUSTEE
07-0670-000	342S30-0460-024-046	BONIFAY JOE A & ALICE
07-0729-000	342S30-0590-034-059	SIMMONS JAMES M
07-0787-000	342S30-0660-000-021	SOULES NORMA L
07-0833-000	342S30-0820-000-050	GRIERSON JOHN &
07-0979-200	342S30-0850-001-002	LASTER CATHY E
07-0989-000	342S30-0860-050-001	WINSLETT DEBORAH LEE
07-1148-000	342S30-0920-000-020	MCINTOSH TEMIKA M
07-1337-000	342S30-0990-004-099	OWEN RICHARD W & SHANNON R
07-1619-000	342S30-1150-011-003	ROGERS ALFRED & PATRICIA A
07-2840-410	352S30-5401-000-040	OWEN RICHARD W
07-4108-720	372S30-3400-012-002	SIMMONS FRANCIS T III &
07-4108-730	372S30-3400-014-002	WILLIAMS HOWARD
08-0051-000	502S30-4010-000-006	TOLBERT JOAN S
08-0957-000	502S30-5020-025-006	HARDY ANNIE L
08-1008-000	502S30-5040-001-004	JOHNSON FRANCES &
08-1010-000	502S30-5040-003-004	DUKES EDWARD EST OF
08-1479-000	512S30-6000-000-008	RUTLEDGE CREOLA
08-1749-000	502S30-6061-080-002	REED DONALD & CHINA PEARL
08-1763-000	502S30-6062-010-001	TOLBERT WILLIE LEE EST OF
08-1839-000	502S30-6070-120-004	LOTT JAKE SR
08-3085-000	512S30-7061-014-018	STEPP CHRISTOPHER B &
08-4039-000	592S30-1000-010-017	HARDIN MARY L
08-4310-000	592S30-2500-000-008	SPERRY DAVID A
08-4369-000	592S30-2700-002-038	MCGINNIS MALVINA FOUNTAIN
09-0236-618	031S31-1000-000-007	WHIT J T INC

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BCC

ACCT_NO	GEO_NO	OWNR_NAME
09-0237-250	031S31-1101-000-005	WHIT J T INC
09-0332-670	071S31-3301-000-011	SPENCER WILLIAM E
09-0526-012	121S31-1100-020-008	GREEN ANTHONY J &
09-0619-000	131S31-1100-001-040	RIEDLINGER THOMAS
09-0706-508	141S31-1102-003-001	HALL JUNE &
09-0836-010	181S31-1109-000-001	SUERO HEMOGENES
09-1574-750	261S31-1130-000-008	BEAL JAMES L SR & SANDRA
09-1657-600	261S31-4406-000-007	THOMAS THEARTHUR & MAGGIE L
09-1763-000	381S31-3302-000-000	CHURCH BELLVIEW METHODIST
09-1845-500	391S31-2500-000-000	EXECUTIVE PROPERTIES OF
09-1871-610	391S31-3108-001-001	LACINA VIRGINIA K LIFE EST
09-2012-112	401S31-1000-001-021	WILLIAMS JAMES T
09-2642-000	012S31-4301-001-002	MILLS PATRICIA A
09-2926-000	082S31-1006-000-000	KELSON JAMES E II
09-3327-000	112S31-2110-000-000	WEATHERWOOD WEST PHASE II
09-3512-000	112S31-3103-002-001	STANBACK RICHARD L & ETTA V
09-3956-100	172S31-2000-000-001	LUKKAR JEANNIE MCGILL
09-3956-470	172S31-2000-006-001	MCGILL MARC W
09-3973-834	182S31-1101-000-002	VICTORIA V LLC
09-3973-860	182S31-1102-001-001	WRIGHT CARRIE EST OF
09-4000-750	192S31-1102-021-001	REGISTER R DALE & DEBORAH C
09-4006-000	192S31-1107-000-000	REGISTER R DALE
09-4047-300	192S31-3201-000-003	RHANEY ANTHONY & DAWN
09-4047-600	192S31-3201-003-003	STAFFORD RAYMOND D & MARY N
09-4070-110	192S31-4209-003-002	BRADLEY WILLIE D
09-4515-500	202S31-2143-000-007	MY PENSACOLA HOMES INC
09-4545-353	212S31-6200-001-001	RANDALL HENRY W LIFE EST &
09-4545-367	212S31-6200-008-001	RANDALL HENRY W LIFE EST &
09-4548-353	222S31-1401-001-004	KANAN AMY J
09-4656-175	272S31-1100-002-002	PANHANDLE LAND CONSERVANCY
09-4681-000	292S31-2201-000-000	MOUCHERON THEODORE SR AS
09-5015-268	332S31-2400-016-003	TSB BAYOU GRANDE LLC
09-5015-304	332S31-2400-005-004	TSB BAYOU GRANDE LLC
10-0087-000	352S31-1000-005-013	MCELHENNY RACHEL A
10-0721-400	352S31-1000-009-096	POLLEY MARVIN D EST OF
10-1315-730	362S31-1004-000-011	TURBERVILLE AUSTIN W
10-1341-500	362S31-1009-000-001	GRAY ETTA &
10-1348-500	362S31-1010-000-005	COOK BYRON M
10-1563-250	372S31-2000-000-004	PAFFORD MARVIN C
10-1563-337	372S31-2000-003-008	OWEN RICHARD W
10-2728-650	022S32-6000-091-004	HELMS JAMES K
10-3001-599	083S32-1300-000-000	PERDIDO BAY PARTNERSHIP
10-3306-000	123S32-2000-029-010	HALL CECIL R & CAROLYN F
10-4609-220	353S32-1105-001-002	CRONIN CHARLES
11-0351-100	201N30-1101-000-001	CLASSIC HOMEBUILDERS INC
11-0533-000	201N30-4202-000-000	JOHNSON J C
11-1163-000	045N30-5004-000-000	BRECKENRIDGE GEORGE F &
11-1346-000	055N30-3321-000-000	NEAL REBECCA R
11-1523-000	065N30-2204-000-000	MITCHELL BETTYE ANN
11-1571-000	065N30-3410-000-006	HUFF JEROME
11-1960-000	085N30-3236-000-000	WALKER JOHN
11-2264-000	326N30-4211-002-001	CEPHUS ERA ESTATE OF
11-2602-377	081N31-4202-002-005	GUY AMY J JOHNSON
11-2711-110	091N31-1000-233-004	BAGGETT GLORIA G
11-2909-000	101N31-4101-051-002	STROTHER CYNTHIA RENEE
11-3006-000	101N31-4101-071-005	WILLIAMS RUTH J EST OF
11-3479-395	141N31-6000-077-013	WALKER JANINE RICHEY

TAX DEED APPLICATION LIST

ACCT_NO	GEO_NO	OWNR_NAME
11-3517-000	141N31-6000-010-019	MORRISON TERRY B & CATHERYN
11-3933-000	161N31-1000-040-020	KIRKLAND MARY LUCILLE
11-3935-000	161N31-1000-060-020	MOORER DAVID & DOROTHY
11-4006-000	161N31-2125-000-000	ADAMS LOUIS EST OF
11-4115-000	181N31-2402-000-000	BIRDSONG MELODY G
11-4122-100	181N31-2410-000-000	MCDONALD CHRISTOPHER W
11-4159-025	191N31-3203-000-001	GODWIN TIM &
11-4358-000	281N31-1401-000-004	CASTLEBERRY NOMA FAY &
11-4426-502	331N31-3301-003-001	WILLIS RICHARD L II &
11-4550-165	381N31-2402-003-001	GRAHAM CHRISTOPHER M 1/2 &
12-0078-100	032N31-3000-009-008	KENNEDY JAMES A & FELISA
12-0189-205	082N31-2301-001-002	FILLINGIM RODNEY E
12-0238-200	102N31-2401-002-001	OLDAKER TERESA ANN &
12-0309-315	142N31-4006-000-005	AMERSON SHIRLENE
12-0309-320	142N31-4006-000-006	KELKER IRMA DEAN
12-0309-340	142N31-4006-000-010	KINN PAULINE
12-0407-000	222N31-4301-000-000	CARRINGTON DEVELOPMENT
12-0578-500	342N31-1401-000-006	BROWN DONICE & JOSEPHINE
12-0605-445	342N31-4401-000-014	TUCKER TONY C JR &
12-0812-000	402N31-1000-001-012	MACK ESTEL SIMMONS EST OF
12-1270-070	344N31-2001-002-001	WILSON DARRELL E
12-1334-000	404N31-1000-003-043	GREENWELL THOMAS & DOROTHY
12-1370-500	434N31-1002-000-003	BLACKMAN SHELBY D &
12-1418-010	025N31-4301-000-001	DORAN JERRY L &
12-1725-000	185N31-3401-000-000	MELVIN RANDALL F
12-2127-050	366N31-4406-000-000	SMITH MERVIN R 1/4
12-2525-000	054N32-3103-000-001	HALL ROBERT L & HELEN J
12-2871-000	085N32-4101-000-000	BAKER LLOYD &
12-3226-000	305N32-1337-000-000	GUNN WILLIAM M & TRACEY L
12-3533-360	024N33-4101-000-008	RICHARDSON LENA MAE
12-4101-100	356N33-5003-001-001	CARAWAY KENNETH W &
13-1594-000	000S00-9010-110-071	ALLEN FRED L
13-1595-000	000S00-9010-112-071	ALLEN FRED L
13-1726-000	000S00-9010-023-079	PATCHES I INC TRUSTEE
13-1731-000	000S00-9010-010-080	SHARAWAY HUSSEIN S & ANNE B
13-1736-000	000S00-9010-060-080	HINES MARIE M 98/196
13-1737-000	000S00-9010-070-080	BROWN ESMA EST OF &
13-1739-000	000S00-9010-090-080	SHARAWAY HUSSEIN S & ANNE B
13-1783-000	000S00-9010-027-082	LANG GERALD A
13-1899-500	000S00-9010-230-087	RUSS GUSSIE
13-2080-000	000S00-9010-006-116	MONTGOMERY SKIPPY D
13-2193-000	000S00-9010-016-133	HOWARD ETHEL &
13-2217-500	000S00-9010-240-134	RIVERS DAVID & JOEREATHA
13-2223-500	000S00-9010-030-135	RIVERS DAVID & JOEREATHA
13-2224-500	000S00-9010-040-135	DENSON CHRISTINE RIVERS
13-2226-500	000S00-9010-070-135	BURNETTE LUCRECIA
13-2259-500	000S00-9010-250-138	WILLIAMS JOHNNIE ESTATE OF
13-2276-000	000S00-9010-021-139	LONGMIRE GLADYS M
13-2283-500	000S00-9010-006-140	BROWN WINSTEL
13-2284-000	000S00-9010-008-140	BROWN WINSTEL
13-2293-500	000S00-9010-110-142	JACKSON EUGENE
13-2304-500	000S00-9010-300-142	LEE WILLIE F
13-2312-000	000S00-9010-012-143	WOODS ROBERTA EST OF
13-2884-100	000S00-9020-225-024	LEWIS JOHNNIE JR
13-2906-000	000S00-9020-110-026	LOUIS MYRTICE
13-2947-000	000S00-9020-009-029	HUGGINS SCOTT B
13-3065-000	000S00-9020-110-037	PATCHES I INC TRUSTEE

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13-3077-000	000S00-9020-213-037	BEATY RAYMOND H
13-3111-000	000S00-9020-007-040	SHARAWAY HUSSEIN S & ANNE B
13-3144-000	000S00-9020-022-041	PAYNE WILLIAM JR EST OF
13-3150-000	000S00-9020-007-042	DAVISBOWERS JEAN
13-3227-000	000S00-9020-040-048	KNIGHT WESLEY
13-3264-000	000S00-9020-030-051	Confidential Per FL Statute
13-3278-000	000S00-9020-021-052	BRYE FRANK SR EST OF
13-3350-000	000S00-9020-040-058	SHARAWAY HUSSEIN S & ANNE B
13-3421-500	000S00-9020-010-066	MARONEY JOYCE M
13-3496-000	000S00-9020-011-078	HOGAN ELIZABETH EST OF
13-3554-000	000S00-9020-190-084	WILLIAMS MARY L EST OF
13-3610-000	000S00-9020-050-090	SCOTT CLEVELAND U
13-3627-000	000S00-9020-021-092	BEATY RAYMOND H
13-3648-000	000S00-9020-014-094	SORIANO NEIL
13-3677-000	000S00-9020-150-097	FOUNTAIN JEFFERY A
13-3726-000	000S00-9020-014-100	BUCHANAN THELMA E EST OF
13-4017-000	000S00-9020-140-119	HICKS WILLA M &
13-4067-100	000S00-9020-010-122	JEFFERSON DOROTHY
13-4486-000	000S00-9020-002-147	CAPE INVESTMENT GROUP INC
14-0316-000	000S00-9025-014-059	BLACKMON LEON &
14-0805-000	000S00-9025-008-109	SEWELL JOANN TRUSTEE
14-1189-500	000S00-9025-005-147	FOY EDWIN
14-1282-000	000S00-9025-006-158	SHEARS EVELYN LIKELY &
14-2879-000	000S00-9025-007-341	BRADLEY IRA & LULA MAE
14-3153-000	000S00-9025-014-373	FOUNTAIN DAVID L
14-4147-000	000S00-9050-014-070	RDLS DEVELOPMENT INC
14-4160-000	000S00-9050-016-072	STOKES KENNETH
15-0005-000	000S00-9060-013-001	SMITH GRACIE LIFE EST
15-0053-500	000S00-9060-000-004	JACKSON OZELL R EST OF
15-0054-200	000S00-9060-002-004	SOHAIL ENTERPRISES INC
15-0060-000	000S00-9060-010-004	BEATY RAYMOND H
15-0068-000	000S00-9060-020-004	MCDOWELL CHARLES
15-0073-000	000S00-9060-026-004	BEATY RAYMOND H
15-0100-000	000S00-9060-010-008	CLINTON COLUMBUS
15-0106-000	000S00-9060-020-008	SWEARINGEN JOHN C & SHELLEY
15-0131-000	000S00-9060-110-012	ROYSTER KENNETH V JR
15-0133-000	000S00-9060-130-012	RIVERS SAMUEL M
15-0138-000	000S00-9060-180-012	BRASWELL FRED II & VERONICA
15-0177-000	000S00-9060-120-017	EAST WILLIE G
15-0178-000	000S00-9060-130-017	ROBERTS FRANK EST OF
15-0182-000	000S00-9060-180-017	JOHNSON LUCILLE &
15-0186-000	000S00-9060-184-017	SHARAWAY HUSSEIN S & ANNE B
15-0202-000	000S00-9060-190-018	RICH TOM
15-0203-000	000S00-9060-200-018	KELSON JAMES E II
15-0241-000	000S00-9060-182-020	GAILLARD ROSA MAE
15-0271-000	000S00-9060-140-022	BAKER ROSA BELL EST OF
15-0285-000	000S00-9060-005-023	BEATY RAYMOND H
15-0334-000	000S00-9060-001-027	JUILAN MARK H
15-0335-000	000S00-9060-002-027	JULIAN MARK H
15-0336-000	000S00-9060-003-027	DORTCH NATHAN
15-0359-000	000S00-9060-014-028	WATSON NASHWAN K
15-0385-000	000S00-9060-001-031	DES PROPERTIES LLC
15-0395-000	000S00-9060-019-031	WHITE ETHEL EST OF &
15-0419-000	000S00-9060-160-033	NUGENT MARY VIRGINIA &
15-0421-000	000S00-9060-200-033	JOHNSON JIMMIE
15-0429-000	000S00-9060-011-034	PITTS ELENA D
15-0460-000	000S00-9060-018-036	GAMBLE TIMOTHY &

The 2010 Florida Statutes(including Special Session A)

[Title XIV](#)

TAXATION AND FINANCE

[Chapter 197](#)

TAX COLLECTIONS, SALES, AND LIENS

[View Entire Chapter](#)
197.502 Application for obtaining tax deed by holder of tax sale certificate; fees. –

(1) The holder of any tax certificate, other than the county, at any time after 2 years have elapsed since April 1 of the year of issuance of the tax certificate and before the expiration of 7 years from the date of issuance, may file the certificate and an application for a tax deed with the tax collector of the county where the lands described in the certificate are located. The application may be made on the entire parcel of property or any part thereof which is capable of being readily separated from the whole. The tax collector shall be allowed a tax deed application fee of \$75.

(2) Any certificateholder, other than the county, who makes application for a tax deed shall pay the tax collector at the time of application all amounts required for redemption or purchase of all other outstanding tax certificates, plus interest, any omitted taxes, plus interest, any delinquent taxes, plus interest, and current taxes, if due, covering the land.

(3) The county where the lands described in the certificate are located shall make application for a deed on all certificates on property valued at \$5,000 or more on the property appraiser's roll, except deferred payment tax certificates, and may make application on those certificates on property valued at less than \$5,000 on the property appraiser's roll. Such application shall be made 2 years after April 1 of the year of issuance of the certificates. Upon application for a tax deed, the county shall deposit with the tax collector all applicable costs and fees, but shall not deposit any money to cover the redemption of other outstanding certificates covering the land.

(4) The tax collector shall deliver to the clerk of the circuit court a statement that payment has been made for all outstanding certificates or, if the certificate is held by the county, that all appropriate fees have been deposited, and stating that the following persons are to be notified prior to the sale of the property:

(a) Any legal titleholder of record if the address of the owner appears on the record of conveyance of the lands to the owner. However, if the legal titleholder of record is the same as the person to whom the property was assessed on the tax roll for the year in which the property was last assessed, then the notice may only be mailed to the address of the legal titleholder as it appears on the latest assessment roll.

(b) Any lienholder of record who has recorded a lien against the property described in the tax certificate if an address appears on the recorded lien.

(c) Any mortgagee of record if an address appears on the recorded mortgage.

(d) Any vendee of a recorded contract for deed if an address appears on the recorded contract or, if the contract is not recorded, any vendee who has applied to receive notice pursuant to s. [197.344\(1\)\(c\)](#).

(e) Any other lienholder who has applied to the tax collector to receive notice if an address is supplied to the collector by such lienholder.

(f) Any person to whom the property was assessed on the tax roll for the year in which the property was last assessed.

(g) Any lienholder of record who has recorded a lien against a mobile home located on the property described in the tax certificate if an address appears on the recorded lien and if the lien is recorded with the clerk of the circuit court in the county where the mobile home is located.

(h) Any legal titleholder of record of property that is contiguous to the property described in the tax certificate, when the property described is either submerged land or common elements of a subdivision, if the address of the

titleholder of contiguous property appears on the record of conveyance of the land to that legal titleholder. However, if the legal titleholder of property contiguous to the property described in the tax certificate is the same as the person to whom the property described in the tax certificate was assessed on the tax roll for the year in which the property was last assessed, the notice may be mailed only to the address of the legal titleholder as it appears on the latest assessment roll. As used in this chapter, the term "contiguous" means touching, meeting, or joining at the surface or border, other than at a corner or a single point, and not separated by submerged lands. Submerged lands lying below the ordinary high-water mark which are sovereignty lands are not part of the upland contiguous property for purposes of notification.

The statement must be signed by the tax collector, with the tax collector's seal affixed. The tax collector may purchase a reasonable bond for errors and omissions of his or her office in making such statement. The search of the official records must be made by a direct and inverse search. "Direct" means the index in straight and continuous alphabetic order by grantor, and "inverse" means the index in straight and continuous alphabetic order by grantee.

(5)(a) The tax collector may contract with a title company or an abstract company at a reasonable fee to provide the minimum information required in subsection (4), consistent with rules adopted by the department. If additional information is required, the tax collector must make a written request to the title or abstract company stating the additional requirements. The tax collector may select any title or abstract company, regardless of its location, as long as the fee is reasonable, the minimum information is submitted, and the title or abstract company is authorized to do business in this state. The tax collector may advertise and accept bids for the title or abstract company if he or she considers it appropriate to do so.

1. The ownership and encumbrance report must be printed or typed on stationery or other paper showing a letterhead of the person, firm, or company that makes the search, and the signature of the person who makes the search or of an officer of the firm must be attached. The tax collector is not liable for payment to the firm unless these requirements are met.

2. The tax collector may not accept or pay for any title search or abstract if no financial responsibility is assumed for the search. However, reasonable restrictions as to the liability or responsibility of the title or abstract company are acceptable. Notwithstanding s. 627.7843(3), the tax collector may contract for higher maximum liability limits.

3. In order to establish uniform prices for ownership and encumbrance reports within the county, the tax collector shall ensure that the contract for ownership and encumbrance reports include all requests for title searches or abstracts for a given period of time.

(b) Any fee paid for any title search or abstract must be collected at the time of application under subsection (1), and the amount of the fee must be added to the opening bid.

(c) The clerk shall advertise and administer the sale and receive such fees for the issuance of the deed and sale of the property as are provided in s. 28.24.

(6)(a) The opening bid on county-held certificates on nonhomestead property shall be the sum of the value of all outstanding certificates against the land, plus omitted years' taxes, delinquent taxes, interest, and all costs and fees paid by the county.

(b) The opening bid on an individual certificate on nonhomestead property shall include, in addition to the amount of money paid to the tax collector by the certificateholder at the time of application, the amount required to redeem the applicant's tax certificate and all other costs and fees paid by the applicant.

(c) The opening bid on property assessed on the latest tax roll as homestead property shall include, in addition to the amount of money required for an opening bid on nonhomestead property, an amount equal to one-half of the latest assessed value of the homestead. Payment of one-half of the assessed value of the homestead property shall not be required if the tax certificate to which the application relates was sold prior to January 1, 1982.

(7) On county-held certificates for which there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the county commission and all other persons holding certificates against the land that the land is available. During the first 90 days after the land is placed on the list of lands available for taxes, the county may purchase the land for the opening bid. Thereafter, any person, the county, or any other governmental unit may purchase the land from the clerk, without further notice or advertising, for the opening

bid, except that when the county or other governmental unit is the purchaser for its own use, the board of county commissioners may cancel omitted years' taxes, as provided under s. [197.447](#). If the county does not elect to purchase the land, the county must notify each legal titleholder of property contiguous to the land available for taxes, as provided in paragraph (4)(h), before expiration of the 90-day period. Interest on the opening bid continues to accrue through the month of sale as prescribed by s. [197.542](#).

(8) Taxes shall not be extended against parcels listed as lands available for taxes, but in each year the taxes that would have been due shall be treated as omitted years and added to the required minimum bid. Three years after the day the land was offered for public sale, the land shall escheat to the county in which it is located, free and clear. All tax certificates, accrued taxes, and liens of any nature against the property shall be deemed canceled as a matter of law and of no further legal force and effect, and the clerk shall execute an escheatment tax deed vesting title in the board of county commissioners of the county in which the land is located.

(a) When a property escheats to the county under this subsection, the county is not subject to any liability imposed by chapter 376 or chapter 403 for preexisting soil or groundwater contamination due solely to its ownership. However, this subsection does not affect the rights or liabilities of any past or future owners of the escheated property and does not affect the liability of any governmental entity for the results of its actions that create or exacerbate a pollution source.

(b) The county and the Department of Environmental Protection may enter into a written agreement for the performance, funding, and reimbursement of the investigative and remedial acts necessary for a property that escheats to the county.

(9) Consolidated applications on more than one tax certificate are allowed, but a separate statement shall be issued pursuant to subsection (4), and a separate tax deed shall be issued pursuant to s. [197.552](#), for each parcel of property shown on the tax certificate.

(10) Any fees collected pursuant to this section shall be refunded to the certificateholder in the event that the tax deed sale is canceled for any reason.

(11) For any property acquired under this section by the county for the express purpose of providing infill housing, the board of county commissioners may, in accordance with s. [197.447](#), cancel county-held tax certificates and omitted years' taxes on such properties. Furthermore, the county may not transfer a property acquired under this section specifically for infill housing back to a taxpayer who failed to pay the delinquent taxes or charges that led to the issuance of the tax certificate or lien. For purposes of this subsection only, the term "taxpayer" includes the taxpayer's family or any entity in which the taxpayer or taxpayer's family has any interest.

History.—s. 187, ch. 85-342; s. 6, ch. 86-141; s. 27, ch. 86-152; s. 1, ch. 89-286; s. 7, ch. 92-312; s. 14, ch. 93-132; s. 1024, ch. 95-147; s. 1, ch. 96-181; s. 1, ch. 96-219; ss. 3, 4, 5, ch. 99-190; s. 3, ch. 2001-137; s. 9, ch. 2001-252; s. 1, ch. 2003-284; s. 8, ch. 2004-349; s. 1, ch. 2004-372.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1055

County Administrator's Report Item #: 14. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Ratification of Revised Contract, Navy Blvd. Gateway Design Guidelines & Corridor Management, PD 10-11.020

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation for Modification of Contract Dated June 2, 2011, Award of PD 10-11.020, Navy Boulevard Gateway Design Guidelines & Corridor Management to Make Technical Modifications Regarding Indemnification Language - Amy Lovoy, Management and Budget Services, Department Director

That the Board ratify the Attorney Standard Form of Contract (Form H, Consulting Services, Study Only) with revisions approved by Kristin D. Hual, Assistant County Attorney, per the action of June 2, 2011, for the previously-awarded Lump Sum Contract with allowances to Vanasse Hangen Brustlin, Inc., d/b/a VHB Miller Sellen, per PD 10-11.020, Navy Boulevard Gateway Design Guidelines & Corridor Management, for a lump sum of \$225,000, and allowances of \$25,000, for a total of \$250,000.

[Funding: Fund 151, Warrington TIF, Cost Center 220516, Object Code 53101]

BACKGROUND:

Request for Letters of Interest, PD 10-11.020, Navy Blvd. Gateway Design Guidelines & Corridor Management were publically noticed on Monday, January 31, 2011 to 75 known firms. Responses from 2 firms were received on Tuesday, February 15, 2011.

BUDGETARY IMPACT:

[Funding: Fund 151 Warrington TIF, Cost Center 220516, Object Code 53101]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form H, Consulting Services, Study Only) with revisions approved by Kristin D. Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinance of Escambia County, Florida, 1999, Chapter 46, Finance, Article Purchases and Contracts and F.S. 287,055 "Consultants' Competitive Negotiation Act".

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard for of Contract with revisions approved by the County Attorney's Office and Purchase Order.

Attachments

Revised Agreement

AGREEMENT FOR CONSULTING SERVICES PD 10-11.020

This Agreement is made this 2nd day of June, 2011, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Vanasse Hangen Brustlin, Inc. d/b/a VHB MillerSellen, a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose federal identification number is 04-2931679, and whose principal address is 225 East Robinson Street, Suite 300, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, Consultant is a firm with expertise in the area of providing consulting services for existing corrections facilities; and

WHEREAS, the County is in need of a consultant to provide such services for the Escambia County Corrections Facility to develop a long range conceptual program and master plan.

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

ARTICLE I **PREAMBLE**

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

1.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 2 **SCOPE OF WORK**

2.1 The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 10-11.020, Navy Blvd. Gateway Design Guidelines & Corridor Management and as represented in the Consultant's Letter of Interest response to PD 10-11.020,

subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

2.2 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

2.3 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

2.4 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 3 **TIME FOR PERFORMANCE**

3.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

3.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

3.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 4
COMPENSATION AND METHOD OF BILLING AND PAYMENT

4.1 The County agrees to pay the Consultant, as compensation for its services under this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges, is to be paid as follows: A lump sum of \$225,000 and allowances of \$25,000, for a total of \$250,000. Final payment will be subject to approval by the Board of County Commissioners.

4.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

4.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

4.4 **METHOD OF BILLING AND PAYMENT:**

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a

month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within thirty (30) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

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

ARTICLE 5 **ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

5.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 6 **COUNTY'S RESPONSIBILITIES**

6.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

6.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

6.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals,

and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

6.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 7 **CONSULTANT'S RESPONSIBILITIES**

7.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

ARTICLE 8 **GENERAL PROVISIONS**

8.1 OWNERSHIP OF DOCUMENTS:

(a) Assuming Consultant has been paid, drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is

completed or not. Such ownership also shall include any electronic files developed or created of such documents. They are not intended or represented to be suitable for reuse by the County or others on extensions of the Project or on any other Project. Any reuse by County or a third person or entity authorized by County without written verification or adaptation by Consultant for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Consultant.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

8.2. TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

8.3. RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such

books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

8.4 CONFLICT OF INTEREST. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8.5 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

8.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County, except that the right to collect payment may be assigned as required by lender agreements. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

8.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

(a) **HOLD HARMLESS:** The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Consultant's negligent performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable.

(b) **INDEMNIFICATION:** The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8.9 Insurance. The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

- (f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

8.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

8.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

8.13 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.

8.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges

knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

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

To: Banassee Hangen Brustlin, Inc.
d/b/a VHB Miller Sellen
Attention: Michael J. Carragher, PE
225 East Robinson Street, Suite 300
Orlando, Florida 32801

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

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

8.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

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

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

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

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

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

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

8.21. COMPLIANCE WITH LAWS. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

8.22 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

8.23 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

8.24 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by board action on the 2nd day of June, 2011, and Vanasse Hangen Brustlin, Inc. d/b/a VHB MillerSellen, signing by and through its President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Date Ratified

K W White

Kevin W. White, Chairman

Date Executed

6/20/2011

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court BCC Approved:

By: *Dipbida Carew*
Deputy Clerk



CONSULTANT: Vanasse Hangen Brustlin, Inc.
d/b/a VHB MillerSellen

Michael J Carragher

By: Michael J. Carragher, PE, Vice-President

ATTEST:

By: _____

Corporate Secretary

Diana J. Gibson
Deborah C Downing

(SEAL)

This document approved as to form and legal sufficiency.

By: *Austin Hual*
Title: ACA
Date: 7/1/11



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
VANASSE HANGEN BRUSTLIN, INC.
d/b/a VHB MILLER SELLEN
AND
ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
VHB-MS CONTRACT NO. 81283.11**

April 22, 2011

This Agreement is composed of Part I only. Part I includes details of the services to be performed, timing of the services, and compensation.

PART I

PROJECT DESCRIPTION

VHB-MS will prepare a design guidelines manual for the Navy Boulevard (U.S. 98/ SR 30 / SR 295) commercial corridor located within the Warrington Redevelopment Area and provide recommendations to update an existing overlay zoning district to incorporate the design guidelines. The subject corridor is generally located between the Bayou Chico Bridge to the north (City of Pensacola incorporated limits) and the Bayou Grande Bridge to the south (Naval Air Station Pensacola) and is approximately 3.3 miles in length.

Escambia County initiated its redevelopment strategy in Warrington as a result of efforts to protect and strengthen communities adjacent to area naval facilities, Pensacola Naval Air Station and Naval Technical Training Center Corry Field. Since the redevelopment program began in 1995, the area has seen substantial public and private sector reinvestment. To continue the redevelopment program, the County would like to create design guidelines for Navy Boulevard, which serves as the gateway to Naval Air Station Pensacola. Design guidelines are intended to contribute to creating a desired appearance for redevelopment and reinvestment while encouraging new investment to the adjacent historic, waterfront, village-like neighborhoods.

SCOPE OF SERVICES

Phase One

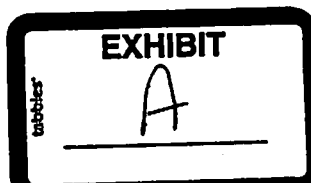
1.1 Project Kickoff and Context Report

Following the Project Kickoff Meeting, VHB will collect existing conditions data for the subject corridor. The findings will be summarized in a Context Report that is comprised of three parts: a Site Inventory; a Planning Document Analysis; and a Preliminary Transportation Analysis. Each part is described in further detail below:

A. Project Kickoff Meeting

VHB-MS will meet with County staff to review and establish project objectives, key milestones, and final deliverables. VHB-MS will prepare and submit a master project schedule, which will be updated as necessary throughout the project.

B. Site Inventory



The contextual analysis of the corridor will include a “windshield survey” intended to photograph, inventory, and assess general site conditions, urban form and development character, pedestrian and vehicular circulation patterns and connectivity. VHB-MS will catalog the results of the photographic inventory and provide an analysis in the final Context Report.

The Naval Air Station is a critical resource and plays a significant role in the form and function of the Warrington community. VHB-MS will review historical references of the Station to provide context for the future design guidelines. Through this research, historic design elements will be identified and recommendations for providing a consistent branded theme for the Navy Boulevard corridor will be made in the Context Report.

C. Planning Document Analysis

VHB-MS will review and analyze applicable planning and regulatory documents, including, but not limited to:

- 2010 Warrington Redevelopment Plan
- Escambia County Comprehensive Plan, including Future Land Uses
- Escambia County Land Development Code, including the Warrington Commercial Overlay District and zoning
- 5-year Capital Improvements Program
- Southwest Greenway Plan
- Redevelopment Plans and Design Guidelines developed for the Barrancas, Brownsville, Englewood, and Palafox CRAs.

The result of this document analysis will be recorded in the Context Report. Recommendations for changes to the planning and regulatory framework will be provided in the Final Implementation Plan document described in Task 1.4.

D. Preliminary Transportation Analysis

VHB-MS will analyze existing transportation conditions within the corridor, including pedestrian, bicycle, transit and automobile facilities. This will include an analysis of the Florida Department of Transportation’s (FDOT) 5-year roadway plan, local roadway and capital improvement plans, Transit Oriented Design (TOD) capabilities, Escambia County Area Transit (ECAT) routing and station improvements, traffic capacity and traffic concurrency analysis. These elements will be analyzed to identify projects that may have a potential effect on the corridor, its land uses and functionality, and to make recommendations as to possible mobility improvements within the corridor.

Realizing that transportation improvements, such as roadway widening, access management, and signage, have major ramifications for existing businesses and future business development, VHB-MS will address potential impacts and make recommendations as to specific considerations, actions or improvements that should be considered to minimize impacts and accommodate continued economic activity along the corridor.

Task 1.1 Deliverables:

- Master Project Schedule
- Draft Context Report
- Final Context Report

1.2 Public Workshops

VHB-MS recognizes the significant role that community participation and engagement play in the urban redevelopment process. VHB-MS will prepare for and attend up to three (3) public workshops to obtain community feedback regarding the corridor design.

Public Workshop #1

The first public workshop will be a series of “stakeholder” interviews intended to elicit specific input from individuals who play a critical role in the success of the area. These may include members of the Warrington Revitalization Committee, business owners along the corridor, commercial real estate brokers that represent property owners along the corridor, key community lenders, development companies and County and City Commissioners. VHB-MS and the Client will communicate to identify, contact, and create a schedule for stakeholder interviews.

These stakeholder interviews, facilitated by VHB-MS, will seek to obtain vital information regarding such things as historic development patterns, market demand/absorption, areas of primary concern, and potential incentive strategies for redevelopment and refurbishment along the corridor. Our team will collect, summarize and present our findings to County staff and at the other two public meetings to inform all decision makers and to help identify priorities for the development of the overall master plan.

Public Workshop #2

The second public workshop (“Community Kickoff”) will present the preliminary results from the Stakeholder Interviews, as well as results from the contextual analysis and preliminary design concepts. The intended outcome will be to compile a prioritized list of design-related Issues to be addressed by the Design Guidelines.

Public Workshop #3

The third public workshop (“Plan Presentation”) will present final draft design concepts that will be incorporated into the final Design Guidelines manual, as well as the redevelopment master plan for the corridor. The design guidelines and redevelopment master plan are described in greater detail in Task 1.3 and Task 1.4.

Workshop presentations will be highly visual and include photographs and three-dimensional graphics to convey planning and design concepts to the general public. Community feedback on these graphics helps revise and fine-tune the design concepts which comprise the final Design Guidelines and ensures they will be supported by the residents and business community upon adoption.

Task 1.2 Deliverables:

- **Draft Presentations for Workshops**
- **Attendance and Participation at Three (3) Public Workshops**

1.3 Preparation of Design Guidelines

Using information obtained during the public workshops (Task 1.2), as well as generally accepted best redevelopment practices, VHB-MS will develop a series of alternative design concepts and guidelines. Design guidelines will address both the public and private realms and will set the recommended standards and patterns which will guide future development and redevelopment activity within the corridor. The guidelines will be designed as a “visual code” explaining the design concepts, theming and ultimate built outcomes that are desired. Unlike current ordinance codes, these guidelines will go beyond the establishment of

minimum requirements. They will embody the design reasoning and aesthetic tools for the desired results in both the public and private realms.

A. Public Realm Design Alternatives

The Public Realm design alternatives will include recommendations and conceptual design for:

- Streetscape design standards (typical sections);
- Corridor beautification and landscape buffering design standards;
- Low Impact Development (LID) design recommendations (including recommendations for Jones Creek);
- On-street parking standards;
- Recommendations for infrastructure improvements;
- Recommendations for signage improvements; and
- Recommendations for pedestrian and bicycle improvements.

This will be the basis for future streetscape corridor improvement construction design. These are not construction documents, but rather design concepts which allow the Client to make qualitative and quantitative design choices and establish the overarching theme and design patterning for the various segments of the corridor. Final construction plans are not included in this Agreement but can be provided through an Addendum to this Agreement. Final construction plans will establish design patterns, materials, colors, finishes, material schedules and recommended vendors for all streetscape elements.

In order to demonstrate the intended physical form of the Public Realm, VHB-MS will prepare Conceptual Streetscape Drawings of a prototypical section of Navy Boulevard. These Conceptual Streetscape Drawings will serve as a visual example of the selected section of the Corridor and will be prepared by a Registered Landscape Architect (RLA).

B. Private Realm Design Alternatives

The Private Realm design alternatives will include recommendations and conceptual design for:

- Site development criteria;
- Building scale and massing;
- General architectural façade recommendations;
- Low Impact Development (LID) design recommendations (including recommendations for Jones Creek);
- Pedestrian circulation
- Landscape buffering and hardscape screening design standards; and
- Off-street parking, arrangement and design.

Task 1.3 Deliverables:

- Conceptual Streetscape Drawings (prototypical section) for South Navy Boulevard
- Draft Design Guidelines
- Final Design Guidelines

1.4 Final Implementation Plan and Recommendations

The Final Implementation Plan represents the summation of work prepared to date (Tasks 1.1-1.3), as well as recommendations for the implementation and continued support of the Design Guidelines.

A. Redevelopment Master Plan

Although the Warrington Redevelopment Plan was updated in 2010, it currently does not include a Redevelopment Master Plan graphically depicting the desired development patterns and identifying strategic locations for public and private reinvestment.

The Redevelopment Master Plan will identify potential “catalyst sites” suitable for public reinvestment or public-private partnerships, as well as recommend density and intensity levels supportive of redevelopment. A parcel assessment, proximate to the selected catalyst sites, will be conducted to evaluate property acquisition and/or assembly opportunities for these catalyst sites. VHB-MS will also identify strategic locations for public spaces, which may include greenways and parks, civic gathering spaces, or institutional uses.

The Design Guidelines are not intended to be a “one-size-fits-all” solution, and must be applied uniquely to different areas within the Corridor, based on the needs of the community. It is intended that context-sensitive design solutions will be guided by the Redevelopment Master Plan, which serves as the blueprint for community-supported decisions.

B. Policy and Code Amendment Recommendations

VHB-MS will draft recommended revisions to both the Comprehensive Plan and Land Development Code (including the current Overlay Zoning District) intended to realize the design vision for the Corridor. CRA and County staff shall be responsible for preparing and processing the final Comprehensive Plan and Land Development Code amendments, unless otherwise agreed upon by the CRA and VHB-MS.

C. Recommended Incentive Programs

VHB-MS will explore a broad range of both public and private incentive programs that are budget sensitive to the CRA, while strategically maximizing economic returns. Recommended incentive programs will be included in the Final Implementation Plan.

D. Implementation Plan (Schedule, Estimated Budgets, and Funding Sources)

VHB-MS will develop an Implementation Plan matrix that outlines the policy recommendations, specific actions, code modifications, preliminary order of magnitude cost budgeting, and timelines for execution of individual recommendations for both the public and private realm objectives. This matrix is intended to serve as the guide for County CRA staff to use as a source of information and to measure the progress of specific task execution. This will assist the County CRA in developing a strategic budgeting program for implementation of various initiatives. VHB-MS will work with staff to make this document as functional and time specific as possible. Ultimately, this single document will serve as a defensible tool to guide and measure year-to-year progress and overall implementation of the master plan.

E. Alternative Funding Sources

The CRA and Escambia County have a broad range of alternative funding sources from which to draw. VHB-MS will work with the CRA and County staff to identify those opportunities by working closely with the Florida Redevelopment Association

(FRA), Florida Main Street, Coalition of Counties and Cities, the Urban Land Institute (ULI), as well as others to identify as many opportunities as possible. VHB-MS will outline these opportunities and provide critical submission dates and information to the CRA for continued follow-up and execution of these opportunities. If requested, VHB-MS can further assist the CRA in preparing grant applications in the future.

Task 1.4 Deliverables:

- Draft Redevelopment Master Plan
- Final Redevelopment Master Plan
- Draft Policy and Code Amendment Recommendations
- Final Policy and Code Amendment Recommendations
- Identified Incentive Strategies
- Identification of Alternative Funding Sources
- Final Implementation Plan matrix (timeline, estimated budgets)
- Final Presentation to Escambia County CRA Board

Phase Two

2.1 Corridor Management Plan

Following the adoption of the Design Guidelines described in Phase One, VHB will complete a Corridor Management Plan for the section of Navy Blvd. extending from the Bayou Chico Bridge to the New Warrington Road (approximately 1.3 miles). This Plan shall be consistent with the principles and practices contained in the ITE's *"Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities"* and *"A Context Sensitive Approach"*, and the Americans with Disabilities Act (ADA).

Should additional funds become available, a second phase may extend from the New Warrington terminus of phase one to Gulf Beach Highway or Bayou Grande. An addendum to this Agreement will be required before VHB-MS proceeds with the second phase.

The following parameters shall guide the development of the Corridor Management Plan:

- The County will provide the latest aerial photography available from the FDOT Survey and Mapping Office to show access management improvements and other recommendations along the corridor. VHB-MS will perform a field review to determine if the aerials depict the recent roadway and access management improvements have been included in the study. VHB-MS will collect other pertinent data as needed, including:
 - Speed limits
 - Lane widths
 - Intersection geometry
 - Recently approved driveway connection permits
 - Roadway cross-sections
 - Median and turn lane data
 - Bicycle and pedestrian facilities
 - Public transit facilities (including park and ride lots)
 - Relevant TPO data
- VHB-MS will coordinate with the County and FDOT to obtain available information for the following:
 - Right-of-way limits

- Parcel boundary data
 - Utility information
- VHB-MS will prepare aerial base maps that are an appropriate scale for the corridor.
 - VHB-MS will obtain crash data from Escambia County and FDOT for the corridor from publicly available sources to determine the number and types of crashes for a three-year period. VHB-MS will sort the data to identify high crash locations and analyze the crashes at up to four (4) locations to determine the causes. VHB-MS will identify improvements and/or access management modifications to reduce the number and severity of crashes and recommend prioritized improvements. VHB-MS will also communicate with FDOT, if appropriate, to research the availability of federal safety improvement funding to construct the mitigation measures identified through the crash analysis. If enforcement issues are prevalent and contributory, that information will be referred to the Escambia County Traffic Safety Team (CTST) for further action.
 - VHB-MS will apply the most recent appropriate FDOT access management guidelines and procedures to estimate appropriate median and driveway closures throughout the corridor. Joint access opportunities, local road connections, frontage roads, and reverse frontage opportunities will also be explored. These improvements will be shown on the aerial base maps. Improvements that are complex or cannot be adequately shown on the aerials will be shown separately.
 - In addition to the requirements listed above, VHB-MS will reference other relevant FDOT standards and specifications.
 - VHB-MS will provide a monthly progress report to the TPO Staff.
 - VHB-MS will prepare and submit eight (8) hard copies and eight (8) CD's each of the draft report, including the Needs Manual, for TPO Staff, Escambia County Staff and FDOT for review. The comments from the TPO Staff, Escambia County Staff and FDOT will be incorporated into the final report. Aerials that display recommendations will be presented in the report.
 - VHB-MS will incorporate comments from the state, federal and local governing boards and workshop presentations into the final CMP Report and Needs Manual. The final CMP Report will contain order of magnitude cost estimates for recommended improvements. Thirteen (13) color hard copies and thirteen (13) CD's will be submitted to Escambia County Staff for distribution.

If through the course of the project any additional tasks are determined to be needed by the consultant, FL-AL TPO, Escambia County, or FDOT the cost must be determined and negotiated, and an addendum to this agreement must be executed before work the is preformed.

Task 2.1 Deliverables:

- **Monthly Progress Reports**
- **Draft Corridor Management Plan Report**
- **Final Corridor Management Plan Report**

COMPENSATION

VHB-MS will perform the Scope of Services contained in this Agreement on a lump sum basis per task except as indicated below. Tasks shown as hourly with an estimated fee will be invoiced at the standard hourly billing rates in effect at the time the work is performed. The total lump sum for this Scope of Services is \$ 225,000, plus up to \$25,000 in allowances, allocated approximately as follows:

Task	Lump Sum Fee	Estimated Fee
Phase One		
1.1 Project Kickoff and Context Report	\$ 22,000	
1.2 Public Workshops	\$ 34,000	
1.3 Preparation of Design Guidelines	\$ 88,000	
1.4 Final Implementation Plan and Recommendations	\$ 31,000	
Phase Two		
2.1 Corridor Management Study	\$ 50,000	
Professional Services Total	\$225,000	
Allowances		\$25,000
TOTAL	\$225,000	\$25,000

Allowances: VHB-MS shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at cost.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Final construction plans
- Detailed design of trailheads or trail interconnections
- Geotechnical engineering services
- Surveying services
- Field delineation of jurisdictional wetlands

Should work be required in these areas, or areas not previously described, VHB-MS will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

VHB-MS will begin performance of the above services on the date written authorization to proceed is received.

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

By: _____

Title: _____

Date: _____

CLIENT AUTHORIZATION

Escambia County Community Redevelopment Agency agrees with Part I which includes the Scope of Services and Compensation. Together they constitute the entire Agreement between Vanasse Hangen Brustlin, Inc. and Escambia County Community Redevelopment Agency

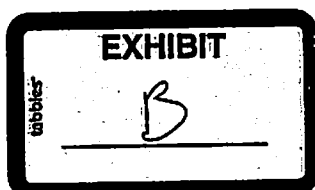
Total Lump Sum Fee \$225,000 plus up to \$25,000 of allowances.

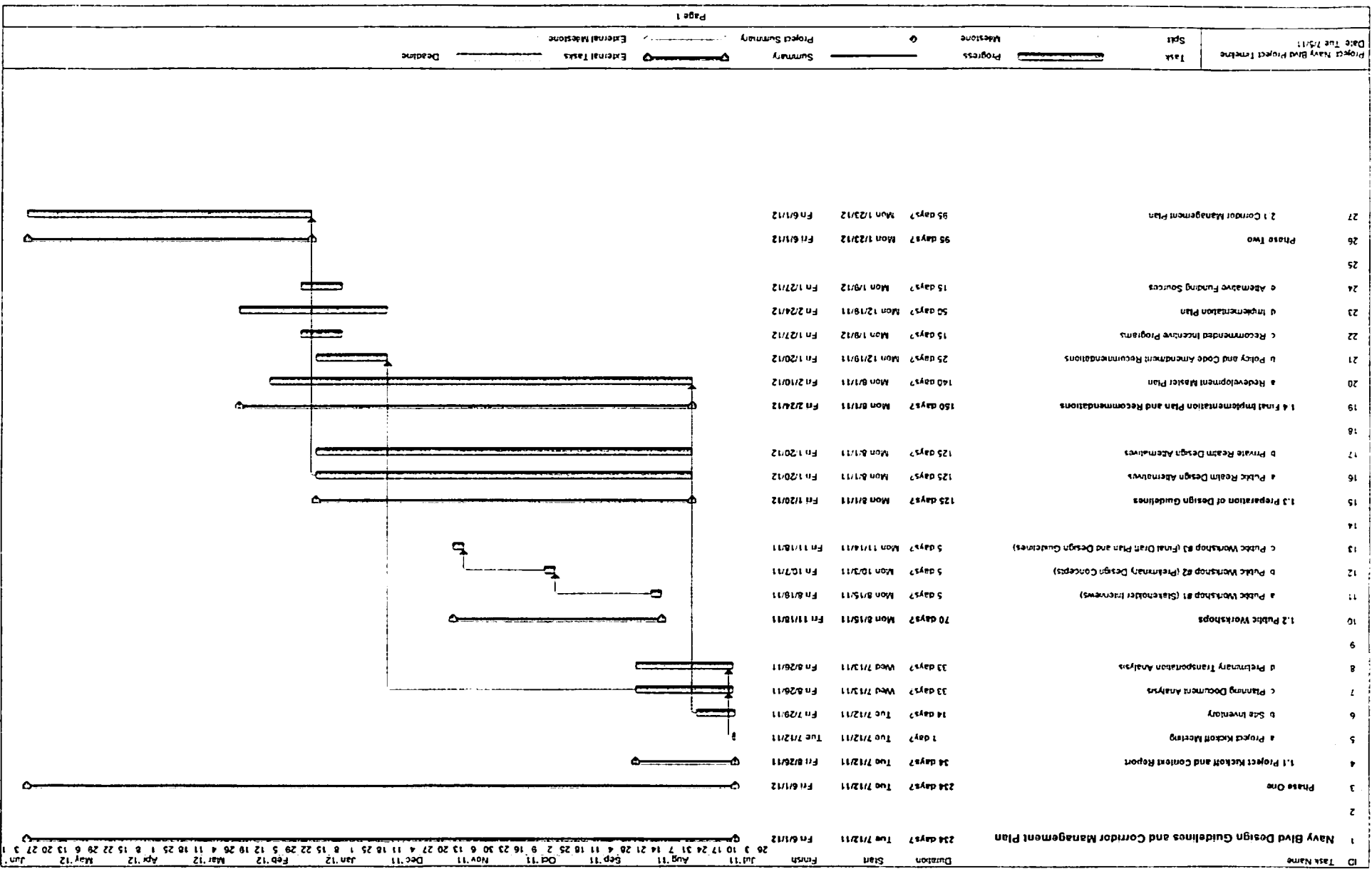
By: _____

Title: _____

Date: _____

Project Schedule





VHB-MS will perform the Scope of Services contained in this Agreement on a lump sum basis per task except as indicated below. Tasks shown as hourly with an estimated fee will be invoiced at the standard hourly billing rates in effect at the time the work is performed. The total lump sum for this Scope of Services is \$ 225,000, plus up to \$25,000 in allowances, allocated approximately as follows:

<u>Task</u>	<u>Lump Sum Fee</u>	<u>Estimated Fee</u>
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Allowances		\$25,000
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1081

County Administrator's Report Item #: 14. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Change Order #1 to Purchase Order 110418 to Temporary Personnel Services, Inc. for Animal Shelter

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #1 to Purchase Order 110418 to Temporary Personnel Solutions, Inc., for the Animal Shelter - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, to purchase long-term contract personnel services at the Animal Shelter for the remainder of the Fiscal Year:

Department:	Community Affairs
Division:	Animal Services
Type:	Addition
Amount:	\$30,000.00
Vendor:	Temporary Personnel Solutions
Project Name:	N/A
Contract:	PD 09-10.008
PO#:	110418
Original Award Amount:	\$68,000.00
Cumulative Amount of Change Orders through CO #1:	\$30,000.00
New P.O. Amount:	\$98,000.00

[Funding: Fund 001, General Fund, Cost Center 220204, Animal Services Administration, Object Code 53401 - \$30,000]

BACKGROUND:

This change order is for the purchase of additional temporary staff services needed for Animal Shelter operations. The original award amount was approved by the Board on October 7, 2010. However, the original amount represented the purchase of services for two-thirds of a fiscal year, due to the current vendor's buyout of the previous company providing the long-term temporary service mid-year.

BUDGETARY IMPACT:

Funds for this change order are available in Fund 001 General Fund, Cost Center 220204 Animal Services Administration, 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, 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-1077

County Administrator's Report Item #: 14. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Contract with Workforce Escarosa, Inc. for Non-Custodial Parent Placement Program

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract with Workforce Escarosa, Inc. for the Non-Custodial Parent Placement Program, WIA 2011-2012-04 - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the Non-Custodial Parent Placement Program (NCPMP) Grant Contract:

A. Approve the Contract between Workforce Escarosa, Inc., and the County for NCPMP, WIA 2011-2012-04, for the period of July 1, 2011, through June 30, 2012, in the amount of \$112,280; and

B. Authorize the Chairman to sign the Contract and any subsequent related documents, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 110, Other Grants and Projects - no local match required]

BACKGROUND:

Under legislation governing Workforce Florida, Inc. and the Workforce Investment Act of 1998 (WIA), Workforce Escarosa, Inc. has the responsibility for the administration of the NCPMP programs in Region 1, comprised of Escambia and Santa Rosa counties. The Board contracts as a service provider in administering NCPMP, which is one of many components under WIA.

NCPMP is designed to assist unemployed and underemployed non-custodial parents overcome barriers to employment, to succeed in the workplace and meet their child support obligations. The program serves participants who have criminal convictions, minimal education, sporadic work history, and various other obstacles to employment. In efforts to meet program goals, partnerships have been established with the Department of Revenue, Child Support Enforcement, and Escambia and Santa Rosa County courts.

BUDGETARY IMPACT:

Funding for the Contract is 100% grant-funded, with no local match required and is a cost reimbursement agreement. The Management and Budget Services Department has prepared the Supplemental Budget Amendment for recognizing and allocating these funds for use.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorneys Office has approved the Contract as to form and legal sufficiency.

PERSONNEL:

Staff hired under this contract will provide all program services. The Department of Community Affairs, Human Assistance Division will maintain administrative oversight of this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Contract is necessary pursuant to the Florida Workforce Innovation Act of 2000, Senate Bill 2050, and the Personal Responsibility and Work Opportunities Act. Also, Board policy requires approval of all such contracts.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs, Human Assistance Division will continue to coordinate with Workforce Escarosa, Inc. on matters concerning this contract.

Attachments

Contract with Workforce Escarosa, Inc. for NCPPP

**CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC.
AND
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
NON-CUSTODIAL PARENT PLACEMENT PROGRAM
WIA 2011-2012-04**

WHEREAS, Workforce Escarosa, Inc. (Escarosa), a non-profit Corporation, is chartered as the local Workforce Investment Board and is charged with the overall duties and responsibilities for the administration of Workforce Investment Act of 1998 (WIA), and is in need of certain sub-recipient services more specifically hereafter described; and

WHEREAS, the Escambia County Board of County Commissioners, Department of Community Affairs, Division of Human Assistance (BCC) through the administration of the Non-Custodial Parent Placement Program for the past twelve (12) years has heretofore demonstrated its ability to serve as a service provider and to provide such services in accordance with the terms and provisions that hereafter follow;

NOW THEREFORE, the parties hereto mutually covenant one with the other as follows:

I. STATEMENT OF WORK

- A. The BCC shall provide the following services and outcomes which shall be in compliance with funded services, as adopted by Escarosa, and the proposal as submitted by Board of County Commissioners for the Workforce Florida Grant (2010-2011) which is hereby incorporated as an attachment to this contract, to wit:
1. Provide staff for Job Development/Case Management services, in support of the following:
 - a) The Escarosa Career Center on "L" Street is routinely open to the public between 8:00 a.m. and 5:00 p.m. Monday through Friday, less State-celebrated holidays. Circumstances occasionally require extended business hours and/or weekend operations. The BBC must adequately provide staff to the career center (except for official county holidays) during normal business hours and extended hours.
 - b) Provide case management and counseling services to non-custodial parents who have been determined eligible for WIA and for Non-Custodial Parent Placement activities to include career counseling, identifying barriers to employment, educational/skills assessments, follow-up services and other related services which will assist the participant in the payment of child support.

- c) Assessment – All non-custodial parents will complete the TABE test. Each non-custodial parent will also receive an in-depth history and current background assessment. Barriers will be identified and an employment plan developed.
 - d) Support Services – Coordinate and manage the provision of support services to all Non-Custodial Participants. Support services will be provided to individuals when those services are necessary to allow participants in the program or to make a successful transition to employment. Support services should only be approved when a need has been identified and the customer would not be successful without those services. Support services will include, but are not limited to transportation assistance, gas cards, clothing and tools. Adequate internal controls must be created and maintained to insure effective oversight of all support services. Support services will be provided in accordance with local policies.
 - e) Provide weekly, monthly or quarterly reports – as required by Workforce Escarosa, regarding the non-custodial participant’s progress and actions being taken to address concerns. Reports may include, but are not limited to, the following types of information: number served, numbers employed, non-compliant participants, successes, and other items as required by Escarosa.
 - f) Insure collection and maintenance of data required to determine contract performance outcomes and compliance issues regarding required activities, participant contact, state management information system data entries and support services rendered WIA eligibility will be determined by Escarosa staff located at Escarosa’s Career Centers.
 - g) Compile, implement, and update of the Individual Service Strategy (ISS) for each participant.
 - h) Identify needs for specialized assessments or other required skills assessments and referrals for welfare transition services. This may include parenting, personal finance, employability skills, life management skills classes/workshops.
 - i) Career counseling regarding the local labor market, skill levels, educational levels, job duties required for employment, etc.
 - j) Provide Job development, search and placement assistance for Non-Custodial Parent Placement program (NCPMP) participants.
 - k) Coordinate closely with Child Support Enforcement regarding employment information for the payment of child support by welfare transition participants.
2. All staff involved in providing services under this contract must be qualified and knowledgeable of WIA laws and regulations and must be able to apply procedures and guidelines in day-to-day operations.

3. It is estimated that the BCC could serve at a minimum 100 new non-custodial parent participants during the course of this contract. Of the 100 participants served, ex-offenders shall be given first priority for services.

II. METHOD AND TIME PAYMENT

1. Escarosa shall pay an aggregate amount not to exceed \$112,280 as shown on the copy of the budget summary hereto attached and made a part of this contract. If during the term of the contract, BCC determines that submitted line-items need to be adjusted, then these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$112,280 cannot be over expended.
2. All monthly invoices must be received by the 15th of the following month for the previous month's billings.
3. Documentation for reimbursement shall include an invoice and the following:
 - a) Salaries/Fringes: Documentation of rate of pay and payment for positions identified in budget summary.
 - b) Staff Travel: Documentation of mileage and/or travel expenses and payment.
 - c) Other Staff support items: Copy of invoice/bill to support costs.
 - d) Escarosa "Personnel Activity Reports" for each staff member charging time to the contract.
4. Reimbursements shall be made to the BCC in a timely manner in accordance with Escarosa's standard accounting procedures.
5. All costs regarding support services to include childcare, transportation, tools, uniforms, background checks, physicals, etc., shall be paid by Escarosa and are not included in this contract amount. However, Escarosa has the final approval authority for support services and can discontinue or reduce support services as required due to budgetary or fiscal constraints, and will notify BCC within 24 hours of the decision to reduce or discontinue support services if so determined.
6. BCC shall submit its invoices for payment of the funds payable under this contract to Escarosa and shall provide such reports and other information as Escarosa may require to fulfill its duties as Administrative/Fiscal Entity.
7. In order to insure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below 50% at this point in time, Escarosa will contact the contractor to determine why the contract is under-spent. If after consultation with the contractor it is determined that the full contract amount will not be expended, a recommendation may be made to the Escarosa Finance Committee that the funds not to be expended be deobligated for use elsewhere.

8. Funding for the program is from U. S. Department of Labor, Workforce Investment Act of 1998, CFDA #17.259.

Note: All of the above expenses must be for services provided by this contract for WIA eligible participants.

III. COMPENSATION AND TIME PERIOD

This contract shall become effective on July 1, 2011, regardless of the date of execution by and between Escarosa and BCC, and shall continue to midnight, June 30, 2012.

Payments will be made for expenditures incurred up to the date of termination or expiration of the contract. The final request for reimbursement must be received by Escarosa within thirty (30) days from termination or expiration of the contract.

IV. PUBLIC RECORDS

This contract is subject to termination for BCC refusal to comply with Chapter 119, Florida Statutes, the Public Record Law.

V. MODIFICATION UNILATERALLY

This contract may only be modified by written agreement executed by all parties hereto.

VI. EQUAL OPPORTUNITY

As a condition to the award of financial assistance under WIA from the State of Florida with respect to operation of the WIA funded program or activity and all agreements or arrangements to carry out the WIA funded program or activity, BCC will comply fully with the nondiscrimination and equal opportunity provisions of the Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

VII. PROVISIONS AGAINST ASSIGNMENT

Neither this contract nor the services hereunder provided for may be assigned, or subcontracted by BCC without the prior written consent of Escarosa.

VIII. FUNDING

If the WIA funds anticipated to be received by Escarosa, under which this contract is funded, are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by BCC to accept additional conditions that may be imposed by Escarosa at any time. BCC understands that substantial alteration to funding and/or program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTACT

The total amount of funds accessible by BCC under this contract is \$112,280 payable only upon receipt of stipulated items in Section II of this contract.

X. TYPE OF CONTRACT

This is a line-item cost reimbursement contract whereby funding provided will be charged to direct training with full payment being tied to achievement of the required performance criteria. This shall be noted in the Budget Summary, which is attached and made a part of this contract.

XI. CONTRACT LIABILITIES AND INDEMNIFICATION

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other Party. The Parties, agree to be fully responsible for their negligent acts or omissions or tortuous acts which result in claims or suits against the other Party, and the Parties agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver or sovereign immunity as defined in Section 768.28, Florida Statutes, by the County, and nothing herein shall be construed as consent by them to be sued by third parties in any matter arising out of this Agreement.

XII. INSURANCE

BCC shall provide comprehensive general liability insurance covering BCC and any services or activities to be provided by BCC under this contract.

XIII. TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience by giving the other 30 days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party. During the interim

between the notice of termination and date of termination Escarosa will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

TERMINATION FOR CAUSE

If BCC fails to fulfill in a timely manner its obligations under this contract, or if BCC violates any of the covenants, agreements, or stipulations of this contract, Escarosa thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to BCC of termination or deobligation and specifying the effective date of such action.

XIV. PROPERTY/EQUIPMENT CLAUSE

The purchase of property/equipment is not allowed under this contract.

XV. MAINTENANCE OF EFFORT

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No participant shall be employed or fill a job opening (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under welfare transition. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

XVI. CONFLICT OF INTEREST

An executive, officer, agent or representative, or employee of the contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the contractor. No member of any council under welfare transition shall cast a vote on the provision of services by that member or any organization that the member directly represents or vote on any matter which would provide direct financial benefit to that member.

XVII. COMPLIANCE WITH STATE/FEDERAL LEGISLATION

BCC assures that it will comply with requirements of WIA and with regulations and policies promulgated thereunder. BCC further agrees to comply with all subsequent revisions, modifications and amendments to WIA and the regulations as assigned by Escarosa.

BCC assures that clarification will be sought from Escarosa on any policy, law, rule, regulation, or directive that is not clearly understood prior to adopting the practice or procedure. Escarosa shall supply clarification to the contractor, as required.

XVIII. ACCOUNTING STANDARDS

BCC shall establish and maintain an auditable system, in accordance with recognized accounting practices.

In the event that the books and records used by the contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, do not meet the minimum standards of accepted accounting practices and records management of the administrative entity, Escarosa reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

XIX. AUDITS RIGHT CLAUSE

This contract creates a sub-recipient relationship between BCC and Escarosa as defined by Office of Management and Budget (OMB) Circular A-133, and therefore a Single Audit may be required in accordance with that Circular. If single audit procedures are not applicable due to BCC not exceeding the threshold of \$500,000 in federal funding, BCC must provide Escarosa with a signed statement indicating that the single audit thresholds were not exceeded during the year.

BCC shall forward a copy of its Financial Audit and Single Audit (if required) to Escarosa within 30 days of receipt from its auditors. Disallowed costs for funds not expended in accordance with WIA regulations – as determined in the final resolution of the audit – must be repaid by BCC from non-federal funds. WIA and/or other federal program funding can not be used to repay disallowed costs associated with this service provider contract. Escarosa may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

XX. RESOLUTION OF COMPLAINT

Escarosa Grievance Procedures are included as an attachment to this contract. BCC must ensure that all staff and program participants who may benefit financially from this contract have read and have signed a copy of those Grievance Procedures. An authorized staff member must also sign each form as witness. Forms with the program participant's original signature are placed into the participant's file. Forms with BCC staff original signatures are sent to Escarosa Equal Opportunity Officer for file.

Grievances not involving Escarosa funded programs/activities will be processed using BCC procedures only. However, grievances that do concern Escarosa or its programs/activities must be processed in accordance with Escarosa grievance procedures.

XXI. MAINTENANCE OF RECORDS

All records pertinent to this agreement, including financial, participant, statistical, audit and property, supporting documentation, shall be retained for a period of five (5) years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Client records shall be returned to Escarosa at the end of the contract for maintenance and storage.

RECORD’S ACCESSIBILITY

Escarosa, Workforce Florida, Inc. (WFI), Agency for Workforce Innovation (AWI) and/or United States’ duly authorized personnel have the right to access, examine, and make excerpts, copies or transcripts from all records pertaining to this contract, both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

XXII. TRANSFER OF RECORDS

If the Contractor is not able to retain the necessary records, such records shall be transferred to Escarosa. Such records shall be transferred to Escarosa in an acceptable condition for storage.

XXIII. SUB-AGREEMENTS

Sub-agreements are not applicable.

XXIV. DEFINITIONS AND ACRONYMS

AWI	Agency for Workforce Innovation
BCC	Escambia County Board of County Commissioners
CONTRACTOR	Escambia County Board of County Commissioner
ESCAROSA	Workforce Escarosa, Inc.
ISS	Individual Service Strategy
WIB	Workforce Investment Board
WIA	Workforce Investment Act
WFI	Workforce Florida, Inc.

XXV. PERFORMANCE STANDARDS

1. Of the WIA Non-Custodial Parent Placement participants who complete a Core Service in the NCPP program, at least 80% will be given an Intensive Service.

2. Of the WIA NCPP participants who receive an Intensive Service, at least 80% shall obtain employment. Employment shall be defined as 30 hours or more per week at the federal minimum wage or higher, with the participant remaining employed for at least 30 calendar days from the date of placement.
3. Of the WIA Non-Custodial Parent Placement participants who become employed, at least 80% shall remain employed for three months after the date of the initial placement. Remain employed shall be defined as working 30 or more hours per week for 10 weeks out of the 12 week period and being employed on the last day of the three month period.
4. Of all participants who exit due to employment, the average wage must be \$9.50 per hour or higher.

XXVI. DISALLOWED COSTS

Should disallowed costs be confirmed as determined by Escarosa, State, or Federal monitors, Escarosa will require BCC to reimburse Escarosa for those costs.

XXVII. PROGRAM INCOME

Is not applicable under this contract.

XXVIII. NOTICE AND CONTRACT

The name and address of the manager responsible for Escarosa for this contract is:

Susan B. Nelms
Executive Director
Workforce Escarosa, Inc.
9111 Sturdevant Street, Suite A
Pensacola, FL 32514
Phone: (850) 473-0939 FAX: (850) 473-0935

The name and address of the manager responsible for BCC for this contract is:

Marilyn Wesley
Director of Community Affairs
223 Palafox Place, 3rd Floor
Pensacola, FL 32502
Phone: (850) 595-3123 FAX: (850) 595-3134

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

XXIX. SPONSORSHIP

When sponsoring a program financed wholly or in part by WIA dollars, including funds obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by Escambia County Board of County Commissioners and Workforce Escarosa, Inc." If the sponsorship reference is in written material, the words Workforce Escarosa, Inc. shall appear in the same size letters or type as the name of the organization.

All printed materials distributed to the public shall include the statement "**equal opportunity employer/program**" and that "**Auxiliary aids and services are available upon request to individuals with disabilities.**"

XXX. PROCUREMENT OF SUPPLIES

Procurement procedures shall be in accordance with BCC's procurement guidelines when purchasing necessary items for the administration of this contract.

XXXI. ATTACHMENTS

Attachments listed below, previously signed, are hereby incorporated and made a part of this contract:

- *BCC's Proposal for the Non-Custodial Parent Placement Program Grant (2010-2011)
- *Budget Summary
- *Anti-Lobbying Statement
- *Civil Rights Act Statement
- *Debarment, Suspension, and Other Responsibility Matters
- *Sworn Statements of Public Entity Crimes
- *American with Disabilities Act Facilities Assurance
- *Drug Free Workplace
- *Grievance Procedure Form

XXXII. ANTI-LOBBYING

No funds made available under WIA shall be used for any political activity; lobbying of federal, state, or local legislatures; or to raise funds or to promote or oppose unionization. The contractor shall assure that no WIA funds will be used to assist or deter union organizing.

XXXIII. COPYRIGHT STATEMENT

1. Contracting Agency shall have unlimited rights in:
 - a) Data first produced in the performance of this contract;
 - b) Form, fit, and function data delivered under this contract;
 - c) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - d) All other data delivered under this contact.
2. Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract.

XXXIV. CLEAN AIR ACT

The Contractor assures Escarosa that it shall comply with all applicable standards, orders, or requirements issued under Section 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency requirements.

XXXV. FLORIDA ENERGY POLICY AND CONSERVATION ACT

The BCC shall be familiar with and – where applicable – adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Florida Statute 366.80 - 366.85 and 403.519, while engaged in NCPDP activities and under contract Workforce Escarosa.

XXXVI. PATENT RIGHTS CLAUSE

Escarosa shall have sole patent rights to any discovery or invention that arises or is developed in the course of or under this contract in regard to the services proposed and as implemented by the contractor.

XXXVII. SECTARIAN ACTIVITIES

BCC agrees that participants funded under WIA shall not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship. WIA funds cannot be expended on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship.

XXXVIII. CORRESPONDENCE/LETTERHEAD CLAUSE

All correspondence issued by the subcontractor to participants in the program must be pre-approved by the Escarosa Executive Director. Correspondence must be on Escarosa Career Center letterhead, which will be supplied by Escarosa to the subcontractor.

XXXIX. AUTHORIZATION FOR SIGNATURE

The parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

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

By: _____
Kevin W. White, Chairperson

Date: _____

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

WORKFORCE ESCAROSA, INC.

By: Susan B. Nelms
Susan B. Nelms, Executive Director

Date: 7/7/11

This document approved as to form and legal sufficiency

By [Signature]

Title _____

Date 7/10/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1071

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Change Order to Cutler Repaving, Inc., for Hot-In-Place Asphalt Project (Bid No. 2009-010)

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Changer Order to Cutler Repaving, Inc., for Hot-In-Place Asphalt Project (Bid No. 2009-010) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Infrastructure Branch/Engineering
Type:	Addition
Amount:	\$18,934.38
Vendor:	Cutler Repaving, Inc.
Project Name:	Resurfacing (Hot-In-Place)
Contract:	City of Margate Bid No. 2009-010
PO No.:	111187
CO No.:	3
Original Award Amount:	\$303,655.00
Cumulative Amount of Change Orders through this CO:	\$ 65,760.93
New Contract Total:	\$369,415.93

Meeting in regular session on April 21, 2011, the Board approved the County to piggyback off the Agreement between the City of Margate and Cutler Repaving, Inc., for Hot-in-Place Asphalt Project, Bid No. 2009-010, for an amount not to exceed \$303,655. The project entails repaving portions of Leonard Street, Klondike Road, Eight Mile Creek Road, Beulah Road, Cross Street and Bridlewood Road. In accordance with the Escambia County Code of Ordinances, Chapter 46-44, Applications and Exemptions, and Section 46-64, Board approval is required to award a Contract.

Change Order Number 1, effective April 25, 2011, added "E" Street from Texar Drive to

Cervantes Street to the list of roads being repaved under this Contract. Change Order Number 2, also effective April 25, 2011, was an Additive/Deductive Change Order to correct Change Order Number 1. Change Order Number 3 is necessary to cover cost overruns in paving "E" Street from Texar Drive to Cervantes Street.

[Funding Source: Fund 352, "Local Option Sales Tax III", Cost Center 210107, Object Code 56301, Project No. 08EN0208, "Resurfacing"]

BACKGROUND:

Meeting in regular session on April 21, 2011, the Board approved the County to piggyback off the Agreement with between the City of Margate and Cutler Repaving, Inc. for Hot-in-Place Asphalt Project Bid No. 2009-010, for an amount not to exceed \$303,655. The project entails repaving portions of Leonard Street, Klondike Road, Eight Mile Creek Road, Beulah Road, Cross Street and Bridlewood Road. In accordance with Escambia County Code of Ordinance Chapter 46-44, Applications and Exemptions and Section 46-64, Board approval is required to award a Contract.

Change Order No. 1, effective April 25, 2011, added "E" Street from Texar Drive to Cervantes Street to the list of roads being repaved under this contract. Change Order No. 2, also effective April 25, 2011, was an Additive/Deductive Change Order to correct Change Order No. 1. Change Order No. 3 is necessary to cover cost overruns in paving "E" Street from Texar Drive to Cervantes Street.

BUDGETARY IMPACT:

Funds for this change order are available in Fund 352 "Local Option Sales Tax III", Cost Center 210107, Object Code 56301, Project No. 08EN0208 "Resurfacing".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Cutler CO No. 3



CUTLER Repaving Inc.

921 EAST 27TH STREET • LAWRENCE, KS 66046

PHONE: (785) 843-1524
FAX: (785) 843-3942

July 5, 2011

Escambia County Hot In-Place Recycling Project for Leonard Street, Klondike Rd, 8 Mile Creek, Beulah Rd, , Bridlewood Rd. E Street, Chemstrand Rd.

Item Number	Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Maintenance of Traffic	EA Day	1.00	\$1,500.00	\$1,500.00
2	Heating and Repaving Treatment	Square Yard	6,300.99	\$2.35	\$14,807.33
3	Asphalt Recycling Agent	Gallon	719.74	\$3.65	\$2,627.05
				Total	\$18,934.38

*Calculations
verified
7-7-11
Robert*

Note: This proposal is to remove a section of Leonard St. & Cross St. added E Street for Texar Rd to Cervantes and a section of Chemstrand Rd.

4725.60 Tons of 12.5 Superpave Asphalt to be supplied by Escambia County.

Daily production rate of 3,500 square yards per 8 hour day.

All quantities are estimated and each item will be billed by the agreed field in-place measurement.

Prepared for: Wes Moreno, James Duncan,

By: Robert W. Hall
Area Manager
Cutler repaving, Inc.



Creators of Single Pass Asphalt Recycling

BOARD OF COUNTY COMMISSIONERS

ESCAMBA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 111187-2

CHANGE DATE: 06/29/11

I
N
V
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I
C
E
 CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

V
E
N
D
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R
 035849
 CUTLER REPAVING INC
 921 EAST 27TH STREET
 LAWRENCE KS 66046

S
H
I
P
 ENGINEERING
 ENGINEERING DEPARTMENT
 1190 WEST LEONARD ST., SUITE #
 PENSACOLA FL 32501
 ATTN: ROBIN LAMBERT

ORDER DATE: 04/26/11	BUYER: ROBERT DENNIS	REQ. NO.: 11001282	REQ. DATE: 04/25/11
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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
			ADMINISTRATIVE ADDITIVE/DEDUCTIVE CHANGE ORDER TO CORRECT CHANGE ORDER NO. 1 AMOUNT FROM \$46,826.55 TO \$50,376.55 FOR AN INCREASE AMOUNT OF \$3,550.00; AND DEDUCTIVE ASPHALT MANHOLE AND WATER VALVE, THESE ITEMS ARE NOT NEEDED FOR THE COMPLETION OF THIS PROJECT, (\$3,550.00), WHICH EQUALS TO A NO COST CHANGE ORDER. CIP: HOT IN PLACE ASPHALT		
			PO TOTAL: \$350,481.55 NET DOLLARS ADDED: \$0.00 NEW PO TOTAL: \$350,481.55		
			CONTRACT TOTAL: \$350,481.55 NET DOLLARS ADDED: NEW CONTRACT TOTAL: \$350,481.55		
01	.00		LOT PIGGYBACK OFF AGREEMENT BETWEEN CITY OF MARGATE AND CUTLER REPAVING FOR HOT-IN-PLACE ASPHALT PROJECT. BID NO 2009-010 FOR REPAVING COUNTY ROADS. BCC APPROVAL 04/21/11	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	EXTENSION
01	210107 56301	.00	08EN0208	TOTAL \$.00

APPROVED BY Charles R. Oline 6/29/11

BD

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: **035849** Vendor Name: **CUTLER REPAVING, INC.**
 Project Number: **08EN0208** P.O. Number: **111187** C.O. Number: **2**
 Department: **PUBLIC WORKS/ENGINEERING** P.D. Number: _____ Date: **06/24/11**

\$3,550.00

Administrative Additive/Deductive Change Order to correct Change Order No. 1 amount from \$46,826.55 to \$50,376.55 for an increase amount of \$3,550.00 ; and ~~to~~ deductive asphalt manhole and adjust water valve, these items are not needed for the completion of this project, (\$3,550.00), which equals to a no cost change order. CIP: Hot In Place Asphalt

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: **1** Quantity Adjustment: _____ Amount: **\$0.00**
 Deleting Dollars from Line Item No: _____ Adjustment: _____ Amount: _____

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ) _____

Purchase Order Total Dollars: **\$350,481.55**
 Net Dollars added or subtracted: **\$0.00**
 New Purchase Order Total Dollars: **\$350,481.55**
 Contract Total Dollars: **\$350,481.55**
 Net Dollars added or subtracted: _____
 New Contract Total Dollars: **\$350,481.55**

RECEIVED
 JUN 28 PM 2:38
 PUBLIC WORKS DEPARTMENT

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	08EN0208	\$0.00	\$350,481.55

- Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.
- Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ Date: **6-24-11**
 Contract Administrator's Certification & Approval: _____ Date: **6-24-11**
 Office of Purchasing Review Agent: _____ Date: _____
 Bureau Chief: _____ Date: **6-27-11**
 County Administrator's Approval: _____ Date: **6-29-11**

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. 111187-1
CHANGE DATE: 05/24/11

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]
C []
E []

V [035849] []
E [CUTLER REPAVING INC] []
N [921 EAST 27TH STREET] []
D [LAWRENCE KS 66046] []
O [] []
R [] []

S [ENGINEERING] []
H [ENGINEERING DEPARTMENT] []
I [1190 WEST LEONARD ST., SUITE #] []
P [PENSACOLA FL 32501] []
T [] []
O [ATTN: ROBIN LAMBERT] []

ORDER DATE: 04/26/11	BUYER: ROBERT DENNIS	REQ. NO.: 11001282	REQ. DATE: 04/25/11
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			ADDITIVE CHANGE ORDER FOR ADDITIONAL FUNDING TO PAVE "E" STREET FROM TEXAR TO CERVANTES. CIP: FY 10-11 HOT IN PLACE RESURFACING		
			PURCHASE ORDER TOTAL: \$303,605.00		
			NET DOLLARS ADDED: \$46,826.55		
			NEW PO TOTAL: \$350,481.55		
			CONTRACT TOTAL: \$303,605.00		
			NET DOLLARS ADDED: \$46,826.55		
			NEW CONTRACT TOTAL: \$350,481.55		
01	.00		LOT PIGGYBACK OFF AGREEMENT BETWEEN CITY OF MARGATE AND CUTLER REPAVING FOR HOT-IN-PLACE ASPHALT PROJECT. BID NO	46826.5500	46,826.55

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	46,826.55
01	210107 56301	46,826.55	08EN0208	TOTAL \$	46,826.55

APPROVED BY

Claudia Summer

BD

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 035849 Vendor Name: CUTLER REPAVING, INC.
 Project Number: 08EN0208 P.O. Number: 111187 C.O. Number: 1
 Department: PUBLIC WORKS/ENGINEERING P.D. Number: _____ Date: 05/20/11

Notes for Modifying the Scope of Award:

Additive Change Order for additional funding to pave "E" Street from Texar to Cervantes. CIP: FY 10-11 Hot In Place Resurfacing

To Modify Existing Purchase Order:

Quantity
 Adding Dollars to Line Item No: 1 Adjustment: _____ Amount: \$46,826.55
 Deleting Dollars from Line Item No: _____ Adjustment: _____ Amount: _____

Modify Notes:

Date of BCC action: (ATTACH RESUME) _____

Purchase Order Total Dollars: \$303,655.00
 Net Dollars added or subtracted: \$46,826.55
 New Purchase Order Total Dollars: \$350,481.55
 Contract Total Dollars: \$303,655.00
 Net Dollars added or subtracted: \$46,826.55
 New Contract Total Dollars: \$350,481.55

RECEIVED
 11 MAY 24 PM 2:29
 PURCHASING DEPARTMENT

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+/- Change	Dollar Amount
210107	56301	08EN0208	\$46,826.55	\$350,481.55

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: [Signature] Date: 5-20-11
 Contract Administrator's Certification & Approval: [Signature] Date: 5-20-11
 Office of Purchasing Review Agent: _____ Date: _____
 Bureau Chief: [Signature] Date: 5-23-11
 County Administrator's Approval: [Signature] Date: 5-25-11



CUTLER Repaving Inc.

921 EAST 27TH STREET • LAWRENCE, KS 66046

PHONE: (785) 843-1524
FAX: (785) 843-3042

May 18, 2011

Escambia County Hot In-Place Recycling Project for Leonard Street, Klondike Rd, 8 Mile Creek, Beulah Rd, , Bridlewood Rd. & E Street, Chemstrand Rd.

Item Number	Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Maintenance of Traffic	EA Day	32.00	\$1,500.00	\$48,000.00
2	Heating and Repaving Treatment	Square Yard	111,413.00	\$2.35	\$261,820.55
3	Asphalt Recycling Agent	Gallon	11,140.00	\$3.65	\$40,661.00
				Total	\$350,481.55

Note: This proposal is to remove a section of Leonard St. & Cross St. added E Street for Texar Dr. to Cervantes St. and a section of Chemstrand Rd.

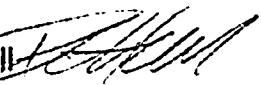
8,950 Tons of 12.5 Superpave Asphalt to be supplied by Escambia County.

Leonard Street will need 1,853 squares yards of curb line milling.
E Street requires 12,574 squares yard of curb line milling

Daily production rate of 3,500 square yards per 8 hour day.

All quantities are estimated and each item will be billed by the agreed field in-place measurement.

Prepared for: Wes Moreno, James Duncan,

By: Robert W. Hall 
Area Manager
Cutler repaving, Inc.



Creators of Single Pass Asphalt Recycling

Original PO: 303,655.⁰⁰
claim: ~~46,~~ 826.55
new total 350,481.55



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-652 County Administrator's Report Item #: 12. 19.

BCC Regular Meeting

Meeting Date: 04/21/2011

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval: LMN *Charles F. Oliver*

Information

RECOMMENDATION:

Recommendation Concerning Hot-in-Place Asphalt Project (Bid No. 2009-010) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County to piggyback off the Agreement between the City of Margate and Cutler Repaving, Inc., for Hot-in-Place Asphalt Project, Bid Number 2009-010, for an amount not to exceed \$303,655, in accordance with Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions; and Section 46-64, Board approval, and award a Contract for repaving portions of Leonard Street, Klondike Road, Eight Mile Creek Road, Beulah Road, Cross Street, and Bridlewood Road.

[Funding: Fund 352, Local Option Sales Tax III Fund, Cost Center 210107, Object Code 56301, Project Number 08EN0208, Resurfacing]

BACKGROUND:

On April 15, 2009, the City of Margate approved the award of Bid No. 2009-010 to Cutler Repaving, Inc., as per the unit pricing submitted in their bid response, section of bid prices and the terms and conditions of the bid specifications. Portions of Leonard Street, Klondike Road, Eight Mile Creek Road, Beulah Road, Cross Street, and Bridlewood Road are in need of resurfacing. Currently, we have roadway improvements slated under the Stimulus, ECUA, and other Capital Improvement Projects.

BUDGETARY IMPACT:

Project funding is available in Fund 352 Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 08EN0208, Resurfacing.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this request is being done in-house. No additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon completion of post-compliance requirements, a Purchase Order will be issued by the Office of Purchasing.

Attachments

Cutler Price Sheet

Cutler-Margate Contract

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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035849
 CUTLER REPAVING INC
 921 EAST 27TH STREET
 LAWRENCE KS 66046

S
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ENGINEERING
 ENGINEERING DEPARTMENT
 1190 WEST LEONARD ST., SUITE #
 PENSACOLA FL 32501
 ATTN: ROBIN LAMBERT

ORDER DATE: 04/26/11	BUYER: ROBERT DENNIS	REQ. NO.: 11001282	REQ. DATE: 04/25/11
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACT JAMES DUNCAN AT 5
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	PIGGYBACK OFF AGREEMENT BETWEEN CITY OF MARGATE AND CUTLER REPAVING FOR HOT-IN-PLACE ASPHALT PROJECT. BID NO 2009-010 FOR REPAVING COUNTY ROADS. BCC APPROVAL 04/21/11	303655.0000	303,655.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	303,655.00
01	210107 56301	303,655.00	08EN0208	TOTAL \$	303,655.00

APPROVED BY Carroll R. Oliver 4/27/11



CUTLER Repaving Inc.

921 EAST 27TH STREET • LAWRENCE, KS 66046

PHONE: (785) 843-1524
FAX: (785) 843-3842

March 11, 2011

Escambia County Hot In-Place Recycling Project
for

Leonard Street, Klondike Rd, 8 Mile Creek, Beulah Rd, Cross Street, Bridlewood Rd.

Item Number	Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Maintenance of Traffic	EA Day	30.00	\$1,500.00	\$45,000.00
2	Heating and Repaving Treatment	Square Yard	93,800.00	\$2.35	\$220,430.00
3	Asphalt Recycling Agent	Gallon	9,500.00	\$3.65	\$34,675.00
4	Adjust Manholes	EA	12.00	\$275.00	\$3,300.00
5	Adjust Water Valve	EA	2.00	\$125.00	\$250.00
				Total	\$303,655.00

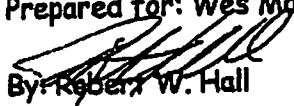
Note: 7,760 Tons of 12.5 Superpave Asphalt to be supplied by Escambia County.

Leonard Street will need 5,320 squares yards of curb line milling.

Daily production rate of 3,500 square yards per 8 hour day.

All quantities are estimated and each item will be billed by the agreed field in-place measurement.

Prepared for: Wes Moreno, James Duncan,

By: 
Robert W. Hall
Area Manager
Cutler repaving, Inc.



Creators of Single Pass Asphalt Recycling

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

18. Ratifying the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3835 West Navy Boulevard:

- A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and AMA Vetcare, Inc., owner of commercial property located at 3835 West Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$10,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the following improvements:

Paint the exterior building, install a new awning, resurface the parking lot, and improve the landscaping

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

19. Authorizing the County to piggyback off the Agreement between the City of Margate and Cutler Repaving, Inc., for Hot-in-Place Asphalt Project, Bid Number 2009-010, for an amount not to exceed \$303,655, in accordance with Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval, and awarding a Contract for repaving portions of Leonard Street, Klondike Road, Eight Mile Creek Road, Beulah Road, Cross Street, and Bridlewood Road (Funding: Fund 352, Local Option Sales Tax III Fund, Cost Center 210107, Object Code 56301, Project Number 08EN0208, Resurfacing).



AGREEMENT

Between

CITY OF MARGATE

and

CUTLER REPAVING, INC.

for

HOT IN PLACE ASPHALT PROJECT

BID NO. 2009-010

This is an Agreement between: The CITY OF MARGATE, a municipal Corporation in the State of Florida, hereinafter referred to as "CITY" and "OWNER" AND CUTLER REPAVING, INC., its successors and assigns, hereinafter referred to as "CONTRACTOR".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

1.1 BASIC DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1.1 Agreement - The written agreement between CITY and CONTRACTOR covering the WORK to be performed including other Contract Documents that are attached to the Agreement or made a part thereof.

1.1.2 Not Used

1.1.3 Change Order - A document which is signed by CONTRACTOR and CITY and authorizes an addition, deletion or revision in the WORK within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.1.4 CITY - The City Commission of the CITY OF MARGATE, FLORIDA with whom CONTRACTOR has entered into an Agreement and for whom the WORK is to be provided.

1.1.5 Contract Documents - The Contract Documents consist of the Drawings, Plans and Specifications, Non-Collusive Affidavit, Public Entity Crimes Form, Contract, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and WORK directive changes issued on or after the effective date of the Contract.

1.1.6 Defective - An adjective which when modifying the WORK refers to WORK that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.

1.1.7 Drawings - The drawings which show the character and scope of the WORK to be performed and which are referred to in the Contract Documents.

1.1.8 Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.1.9 ENGINEER - N/A

1.1.10 Field Order - A written order issued by the ENGINEER which orders minor changes in the WORK but which does not involve a change in the Contract Price or the Contract Time.

1.1.11 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.1.12 Project is the total construction for which the CONTRACTOR is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such construction.

1.1.13 Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the WORK and certain administrative details applicable thereto.

1.1.14 Subcontractor - An individual, firm or corporation having a direct Contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the site.

1.1.16 Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.1.16 WORK - WORK is the result of performing services, specifically, including but not limited to construction, furnishing labor, soil borings, equipment and materials incorporated used or incorporated in the construction of the entire project as required by the Contract Documents.

1.1.17 WORK Change Directive - A written directive to CONTRACTOR issued on or after the effective date of the Agreement and signed by CITY and recommended by ENGINEER ordering an addition,, deletion or revision in the WORK. A WORK change directive shall not change the Contract price or time, but is evidence that the parties expect that the change directed or documented by a WORK Change Directive will be incorporated in a subsequently Issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

1.1.18 Written Amendment - A written amendment of the Contract Documents, signed by CITY and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering, or non-technical aspects rather than strictly Work related aspects of the Contract Documents.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 This Agreement shall be signed in not less than duplicate by the OWNER and CONTRACTOR.

1.2.2 It is the intent of the OWNER and CONTRACTOR that the Contract Documents include all items necessary for proper execution and completion of the WORK. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. WORK not covered in the Contract Documents will not be required unless it is consistent with and is reasonably inferable from the Contract Documents as being necessary to produce the intended results. words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 Enumeration of Contract Documents:

1.3.1 The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- (1) This Agreement (pages 1 to 48, inclusive) and Bidding Requirements (pages A-1 to A-20, inclusive and Special Conditions –pages 1 thru 8 inclusive), bid bond.
- (2) Plans and Specification Attachments
- (3) Performance bond, consisting of 1 page (to be provided prior to start of work).
- (4) Payment bond, consisting of 1 page (to be provided prior to start of work).
- (5) Insurance certificate, consisting of 1 page.
- (6) Notice of Award

All applicable provisions of State, Federal or local law.

Any modification, including all change orders, duly delivered after execution of Agreement.

IN THE EVENT OF CONFLICT, THE ABOVE LISTING OF DOCUMENTS SHALL TAKE PRECEDENCE IN THE ORDER THAT THEY ARE LISTED.

1.4 Intent:

It is the intent of the Contract Documents to describe a functionally complete project in accordance with the Plans and Specifications. Any WORK, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe WORK, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents.

1.5 Conflict, Error or Discrepancy:

If, during the performance of the WORK, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CITY and ENGINEER in writing at once and before proceeding with the WORK affected thereby shall obtain a written interpretation or clarification from CITY through the ENGINEER.

1.6 Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions and revisions in the WORK or to modify the terms and conditions thereof in one or more of the following ways:

1.6.1 A Change Order; or

1.6.2 A formal written amendment.

1.6.3 WORK change directive.

1.7 Supplements, Minor Variations or Deviations:

In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the WORK may be authorized in one or more of the following ways:

1.7.1 ENGINEER'S approval of a shop drawing or sample; or

1.7.2 ENGINEER'S written interpretation or clarification.

1.7.3 A field order

1.8 Representation of CONTRACTOR.

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the site and become familiar with the local conditions under which the WORK is to be performed.

1.9 Before Commencing Operations:

Before undertaking each part of the WORK, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon. CONTRACTOR shall promptly report in writing to CITY and ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any WORK affected thereby.

1.10 OWNERSHIP AND USE OF DOCUMENTS

1.10.1 The drawings, specifications, designs, models, photographs, reports, surveys and other data provided with this Agreement are and shall remain the property of the CITY whether the project for which they are made is executed or not. This is not an assignment of any copyrights or other ownership rights which the ENGINEER maintains.

1.10.2 Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the ENGINEER'S common law copyrights or other reserved rights.

ARTICLE 2

CONTRACTOR'S SERVICES AND RESPONSIBILITIES

2.1 SERVICES AND RESPONSIBILITIES

2.1.1 The CONTRACTOR shall assist the OWNER and ENGINEER in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

2.1.2 Unless otherwise provided for in the Contract Documents, the CONTRACTOR shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the WORK, whether temporary or permanent and whether or not incorporated or to be incorporated in the WORK.

2.1.3 The CONTRACTOR shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.

2.1.4 The CONTRACTOR shall keep the OWNER and ENGINEER informed of the progress and quality of the WORK.

2.1.5 If requested in writing by the OWNER, the CONTRACTOR, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Contract Documents and shall decide, subject to determination by the ENGINEER, subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both OWNER and CONTRACTOR. Such interpretations and decisions shall be in writing, shall not be presumed to be correct and shall be given such weight as the arbitrator(s) or the court shall determine.

2.1.6 The CONTRACTOR shall correct WORK which does not conform to the Construction Documents.

2.1.7 The CONTRACTOR warrants to the OWNER that materials and equipment incorporated in the WORK will be new unless otherwise specified, and that the WORK will be of good quality, free from faults and defects, and in conformance with the Contract Documents. WORK not conforming to these requirements shall be corrected in accordance with Article 9.

2.1.8 The CONTRACTOR shall pay all sales, consumer, use and similar taxes which were in effect at the time the CONTRACTOR's Proposal was first submitted to the OWNER, and shall secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the WORK which are either customarily secured after execution of this Agreement or are legally required at the time the CONTRACTOR's Proposal was first submitted to the OWNER.

2.1.9 The CONTRACTOR shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

2.1.10 The CONTRACTOR shall pay royalties and license fees. The CONTRACTOR shall defend suits or claims for infringement of patent rights and shall save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the OWNER. However, if the CONTRACTOR has reason to believe the use of a required design, process or product is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless such information is promptly given to the OWNER.

2.1.11 The CONTRACTOR shall be responsible to the OWNER for acts and omissions of the CONTRACTOR'S employees and parties in privity of contract with the CONTRACTOR to perform a portion of the WORK, including their agents and employees.

2.1.12 The CONTRACTOR shall keep the premises free from accumulation of waste materials or rubbish caused by the CONTRACTOR'S operations. At the completion of the WORK, the CONTRACTOR shall remove from and about the Project the CONTRACTOR'S tools, construction equipment, machinery, surplus materials, waste materials and rubbish.

2.1.13 The CONTRACTOR shall prepare Change Orders for the ENGINEER'S and OWNER'S approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The CONTRACTOR shall promptly inform the OWNER and ENGINEER in writing, of minor changes in the design and construction.

2.1.14 The CONTRACTOR shall notify the ENGINEER and OWNER when the WORK or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the WORK and insurance, shall include a list of items to be completed or corrected and shall fix the time within which the CONTRACTOR shall complete items listed therein.

2.1.15 The CONTRACTOR shall maintain in good order at the site one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction.

These shall be delivered to the OWNER upon completion of the construction and prior to final payment.

2.2 BASIC SERVICES

The WORK will consist of furnishing all materials, labor, equipment and transportation to provide a completed project for Hot in Place Asphalt Project - Bld No. 2009-010.

CONTRACTOR will provide necessary weather protection against rain, wind, storms, heat as to maintain work.

All WORK to be guaranteed for a minimum of one (1) year from the date of final acceptance by the CITY.

2.3 Not used.

2.4 Shop Drawings and Samples:

2.4.1 Within fourteen (14) calendar days after contract commencement, CONTRACTOR shall submit to ENGINEER for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawing is to show the suitability, efficiency, technique-of-manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

2.4.2 CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in WORK, all samples required by the Contract Documents and shall be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

2.4.3 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the WORK and the Contract Documents.

2.4.4 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation. Failure to point out such departures shall not relieve CONTRACTOR from his responsibility to comply with the Contract Documents.

2.4.5 Approval of the Shop Drawings by ENGINEER shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the WORK, nor for the furnishing of material or WORK required by the Agreement and not indicated on the drawings. No WORK called for by any Shop Drawing shall be done until the drawings have been approved by ENGINEER.

2.5 Supervision and Superintendence:

CONTRACTOR shall supervise and direct the WORK competently and efficiently, devoting such attention thereto and applying CONTRACTOR'S best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the Contract Documents.

2.6 Resident Superintendent

CONTRACTOR shall keep on the WORK at all times during its progress a competent resident superintendent and any necessary assistants who shall not be replaced without written notice to CITY unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in his employ. The superintendent will be CONTRACTOR'S representative at

the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

2.7 Labor

2.7.1 Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida and suppliers, selected and paid by the CONTRACTOR

2.7.2 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the WORK as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all WORK at the site shall be performed during the hours of 8:00 a.m. and 5:00 p.m., and CONTRACTOR will not permit overtime work or the performance of WORK on Saturday, Sunday or any legal holiday without CITY'S written consent.

2.8 Materials:

2.8.1 Unless otherwise specified herein, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the WORK.

2.8.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the WORK will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.

2.9 Concerning Subcontractors, Suppliers and Others:

2.9.1 Within seven (7) calendar days after execution of the Contract and in any event prior to the commencement of any WORK hereunder, CONTRACTOR shall furnish, in writing to CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the WORK. CITY shall advise CONTRACTOR, in writing, of any proposed person or entity to which CITY has a reasonable objection. Failure of CITY to reply promptly shall constitute notice of no reasonable objection. CONTRACTOR shall not contract with a proposed person or entity to whom CITY has made a reasonable and timely objection. If CITY has a reasonable objection to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom CITY has no reasonable objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected if CITY makes reasonable objection to such change.

2.9.2 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR'S employees, Subcontractors, Suppliers and other persons directly or indirectly employed by his Subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the WORK under a direct or indirect Contract with CONTRACTOR. Nothing in the

Contract Documents shall create any Contractual relationship between CITY and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to see to the payment of any moneys due any such Subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

2.9.3 All work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of CITY.

2.10 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

2.11 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary with the exception that all City of Margate permit and inspection fees related to this Contract shall be waived.

2.12 Laws and Regulations:

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the WORK. CITY shall not be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Contract Documents are observed by CONTRACTOR to be at variance therewith.

2.13 Risk of Loss; Title:

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the WORK by CITY. Title to the WORK shall pass to CITY upon acceptance of the WORK by CITY.

2.14 Taxes:

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions. CONTRACTOR is responsible for reviewing the pertinent state statutes involving such taxes and complying with all requirements.

2.15 Use of Premises:

2.15.1 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the project site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the Owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against CITY by any such Owner or occupant because of the

performance of the WORK, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of CONTRACTOR'S use of the premises.

2.15.2 During the progress of the WORK, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the WORK. At the completion of the WORK CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

2.15.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the WORK or adjacent property to stresses or pressures that will endanger it.

2.16 Access to WORK:

CONTRACTOR shall provide CITY, CITY'S consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the WORK at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith.

2.17 Safety and Protection:

2.17.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

2.17.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

2.18 Indemnification:

CONTRACTOR agrees to indemnify, defend, save, and hold harmless the CITY, their officers and employees, from or on account of all damages, losses, liabilities and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this construction contract.

2.19 Survival of obligations:

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the WORK and termination or completion of the Agreement.

2.20 Correction and Removal of Defective WORK:

If required by CITY and ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective WORK, whether or not fabricated, installed or completed, or, if the WORK has been rejected by CITY and ENGINEER, remove it from the site and replace it with non-defective WORK. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, attorneys and other professionals) made necessary thereby.

ARTICLE 3

OWNER'S AND ENGINEER'S RESPONSIBILITIES

- 3.1 The OWNER shall designate a representative authorized to act on the OWNER'S behalf with respect to the Project. The OWNER or such authorized representative shall examine documents submitted by the CONTRACTOR and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the WORK.
- 3.2 The OWNER may appoint an on-site project representative to observe the WORK and to have such other responsibilities as the OWNER and CONTRACTOR agree in writing prior to execution of this Agreement.
- 3.3 The OWNER shall cooperate with the CONTRACTOR in securing building and other permits, licenses and inspections, and shall pay the fees for such permits, licenses and inspections if the cost of such fees is not identified as being included in the CONTRACTOR'S Proposal.
- 3.4 If the OWNER observes or otherwise becomes aware of a fault or defect in the WORK or nonconformity with the Design or Construction Documents, the OWNER shall give prompt written notice thereof to the ENGINEER and/or CONTRACTOR.
- 3.5 The OWNER shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.
- 3.6 The OWNER shall communicate with contractors only through the CONTRACTOR.
- 3.7 CITY shall furnish data required of CITY under the Contract Documents promptly.
- 3.8 Except for permits and fees which are the responsibility of CONTRACTOR, CITY shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or permanent changes in existing facilities.
- 3.9 If the WORK is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the WORK in such a way that the completed WORK will conform to the Contract Documents, CITY may order CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the WORK shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

3.10 ENGINEER'S Responsibilities

3.10.1 ENGINEER will be CITY'S representative during the construction period and until final payment is due.

3.10.2 Visits to Site:

ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. ENGINEER'S efforts will be directed toward providing for CITY a greater degree of confidence that the completed WORK will conform to the Contract Documents. On the basis of such visits and on-site inspections, ENGINEER shall keep CITY informed of the progress of the WORK and shall endeavor to guard CITY against defects and deficiencies in the WORK.

3.10.3 Technical Clarifications and Interpretations:

ENGINEER will issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents neither CITY nor ENGINEER will thereafter entertain any excuse for failure to execute the WORK in a satisfactory manner.

3.10.4 ENGINEER will interpret and decide matters concerning performance under the requirements of the Contract Documents upon written request of either CITY or CONTRACTOR. ENGINEER will make initial decisions on all claims, disputes or other matters in question between CITY and CONTRACTOR. Written notice of each such claim, dispute or other matter will be delivered by claimant to ENGINEER and the other party but in no event later than three (3) days after the occurrence of the event giving rise thereto and written supporting data will be submitted to the ENGINEER and other party within five (5) calendar days after such occurrence. All written decisions of the ENGINEER on any claim, dispute or other matter will be final and binding upon CITY and CONTRACTOR unless a written notice of intention to appeal from ENGINEER'S written decision is delivered within five (5) days after the date of such decisions and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within thirty (30) days of the date of such decision. The rendering of a decision by ENGINEER with respect to any such claim, dispute, or matter (except any which have been waived by the making or acceptance of final payment) is a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies existing under the Contract Documents or by law.

3.10.5 Authorized Variations in WORK:

ENGINEER may authorize minor variations in the WORK from the technical requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and will be binding on CITY, and also on CONTRACTOR who shall perform the WORK involved promptly.

3.10.6 Rejecting Defective WORK:

ENGINEER will have the authority to disapprove or reject WORK which ENGINEER believes to be defective, and will also have authority to require special inspections or testing of the WORK whether or not the WORK is fabricated, installed or completed.

ARTICLE 4

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TIME

4.1 **TIME IS OF THE ESSENCE OF THIS CONTRACT.** The WORK to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and, subject to authorized adjustments, shall be complete within the time frames established by the Director of Public Works after the commencement date stated in the Notice to Proceed. Failure to achieve timely, substantial and/or final completion shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with Paragraph 4.9 herein.

4.2 The CONTRACTOR shall provide services as expeditiously as is consistent with reasonable skill and care and the orderly progress of design and construction.

4.3 Time limits stated in the Contract Documents are of the essence of this Agreement. The WORK to be performed under this Agreement shall commence upon execution of a notice to proceed unless otherwise agreed and, subject to authorized Modifications, Substantial Completion shall be achieved as indicated in Article 14.

4.4 The Date of Substantial Completion of the WORK or an agreed upon portion thereof is the date when construction or an agreed upon portion thereof is sufficiently complete so the OWNER can occupy and utilize the WORK or agreed upon portion thereof for its intended use.

4.5 The schedule provided in the CONTRACTOR's Proposal shall include a construction schedule consistent with Paragraph 4.2 above.

4.6 If the CONTRACTOR is delayed in the progress of the Project by acts or neglect of the OWNER, OWNER'S employees, separate contractors employed by the OWNER, changes ordered in the WORK not caused by the fault of the CONTRACTOR, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or other causes beyond the CONTRACTOR's control, or by delay authorized by the OWNER'S pending arbitration or another cause which the OWNER and CONTRACTOR agree is justifiable, the contract time shall be reasonably extended by Change Order.

4.7 Change of Contract Time

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of CITY or its agents. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically

provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

4.8 NO RECOVERY FOR EARLY COMPLETION. If the CONTRACTOR submits a schedule or expresses an intention to complete the WORK earlier than any required milestone or completion date, the CITY shall not be liable to the CONTRACTOR for any costs incurred because of delay or hindrance should the CONTRACTOR be unable to complete the WORK before such milestone or completion date. The duties, obligations and warranties of the CITY to the CONTRACTOR shall be consistent with and applicable only to the completion of the WORK and completion dates set forth in this Agreement.

4.9 LIQUIDATED DAMAGES:

Upon failure of the CONTRACTOR to complete the WORK within the time specified for completion, (plus approved extensions if any) CONTRACTOR shall pay to CITY the sum of five hundred and xx/100 dollars (\$500.00) for each calendar day that the completion of the WORK is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the WORK for which a time of completion is given. CITY shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages, the amount retained by CITY is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages. CONTRACTOR shall be responsible for reimbursing CITY, in addition to liquidated damages or other per day damages for delay, for all costs of engineering, and inspection and other costs incurred in administering the construction of the project beyond the completion date specified or beyond an approved extension of time granted to CONTRACTOR whichever is later.

4.10 TERM OF CONTRACT

The original term of the contract is for one year from date of award with an option to renew/negotiate two additional one year terms. The Contractor is responsible to contact the CITY in writing sixty (60) days prior to expiration of the contract to indicate their willingness to renew or meet with the CITY.

ARTICLE 5

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PAYMENTS

5.1 CONTRACT SUM

CITY shall pay CONTRACTOR in current funds as full compensation for the performance of all the WORK subject to additions and deductions by Change Orders as provided in this Agreement, based upon an agreed upon Scope of Work between the CITY and the CONTRACTOR utilizing the contract pricing as outlined in the bid response, "Schedule of Bid Prices", pages A-11 and A-12.

5.2 PROGRESS PAYMENTS

5.2.1 The CONTRACTOR shall deliver to the OWNER itemized Application for Payment in such detail as indicated in Article 14. CONTRACTOR may requisition payments for WORK completed during the project at intervals of not more than once a month. The CONTRACTOR'S requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all WORK completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR'S previous applications for payment, and any other supporting documentation as may be required by the ENGINEER or Contract Documents. Each requisition shall be submitted in triplicate to the ENGINEER for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the ENGINEER of the CONTRACTOR'S requisition for payment.

5.2.2 Within thirty (30) days of the OWNER'S receipt of a properly submitted and correct Application for Payment, the OWNER shall make payment to the CONTRACTOR.

5.2.3 Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the WORK is totally completed as specified, and accepted by the CITY.

5.3 The Application for Payment shall constitute a representation by the CONTRACTOR to the OWNER that, to the best of the CONTRACTOR'S knowledge, information and belief, the ~~design and construction have progressed to the point indicated; the quality of the WORK~~ covered by the application is in accordance with the Contract Documents; and the CONTRACTOR is entitled to payment in the amount requested.

5.4 The CONTRACTOR shall pay each subcontractor, upon receipt of payment from the OWNER, out of the amount paid to the CONTRACTOR on account of such subcontractor's WORK, the amount to which said subcontractor is entitled in accordance with the terms of the CONTRACTOR'S contract with such subcontractor. The CONTRACTOR shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in similar manner.

5.5 The OWNER shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the CONTRACTOR except as may otherwise be required by law.

5.6 No progress payment or partial or entire use or occupancy of the Project by the OWNER shall constitute an acceptance of WORK not in accordance with the Contract Documents.

5.7 The CONTRACTOR warrants that: (1) title to WORK, materials and equipment covered by an Application for Payment will pass to the OWNER either by incorporation in construction or upon receipt of payment by the CONTRACTOR, whichever occurs first; (2) WORK, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no WORK, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR, or any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

5.8 If the Contract provides for retainage, then at date of Substantial Completion or occupancy of the WORK or any agreed upon portion thereof by the OWNER, whichever occurs first, the CONTRACTOR may apply for and the OWNER, if the CONTRACTOR has satisfied the requirements of the Contract relating to retainage, shall pay the CONTRACTOR the amount retained, if any, for the WORK or for the portion completed or occupied, less the reasonable value of incorrect or incomplete WORK. Final payment of such withheld sum shall be made upon correction or completion of such WORK.

5.9 Final Inspection:

Upon written notice from CONTRACTOR that the entire WORK or an agreed portion thereof is complete, CITY and ENGINEER will make a final inspection and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the WORK is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

5.10 Final Application for Payment:

After CONTRACTOR has completed all such corrections to the satisfaction of CITY and ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents, and after ENGINEER has indicated that the WORK is acceptable, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the WORK; or (2) CONTRACTOR'S receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lienor who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond satisfactory to CITY to indemnify CITY against any lien.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional registered land surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until said drawings have been reviewed and approved by ENGINEER. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of ENGINEER they do not represent correct or accurate "As-built" drawings.

5.11 Final Payment and Acceptance:

5.11.1 If, on the basis of ENGINEER'S observation of the WORK during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation, ENGINEER is satisfied that the WORK has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten (10) days after receipt of the final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to CITY for payment. Thereupon ENGINEER will give written notice to CITY and CONTRACTOR that the WORK is acceptable. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER'S recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by CITY to CONTRACTOR.

5.11.2 If, through no fault of CONTRACTOR, final completion of the WORK is significantly delayed and if ENGINEER so confirms, CITY shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the WORK fully completed and accepted. If the remaining balance to be held by CITY for WORK not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the WORK fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

5.11.3 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the CITY to the CONTRACTOR when the WORK has been completed, the Contract fully performed, and a final certificate for payment has been issued by the ENGINEER. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

- (1) Liens, claims, security interests or encumbrances arising out of this Agreement and unsettled.
- (2) Faulty or defective WORK and latent defects discovered after acceptance.
- (3) Failure of the WORK to comply with the requirements of the contract documents.
- (4) Terms of special warranties required by the contract documents.

- (5) Any of CONTRACTOR'S continuing obligations under this Agreement.

The acceptance of final payment by CONTRACTOR or the subcontractor for materials and supplies shall constitute a waiver of claims by that payee except those previously made in writing and identified by payee as unsettled at the time of final application for payment.

5.12 CITY'S Right to Withhold Payment:

The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

5.12.1 Defective WORK not remedied.

5.12.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

5.12.3 Failure of the CONTRACTOR to make payments to subcontractors or suppliers for materials or labor.

5.12.4 Damage to another contractor not remedied.

5.12.5 Liability for liquidated damages has been incurred by the CONTRACTOR.

5.12.6 Reasonable evidence that the WORK cannot be completed for the unpaid balance of the contract sum.

5.12.7 Reasonable evidence that the WORK will not be completed within the Contract time.

5.12.8 Failure to carry out the WORK in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

5.13 FINAL PAYMENT

5.13.1 Neither final payment nor amounts retained, if any, shall become due until the CONTRACTOR submits to the OWNER (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which the OWNER or OWNER'S property might be liable have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, (3) a certificate that insurance required by the Contract Documents is in force following completion of the WORK, and (4) if required by the OWNER, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens arising out of this Agreement, to the extent and in such form as may be designated by the OWNER. If a CONTRACTOR refuses to furnish a release or waiver required by the OWNER, the CONTRACTOR may furnish a bond satisfactory to the OWNER to indemnify the OWNER against such lien. If such lien remains unsatisfied after payments are made, the CONTRACTOR shall reimburse the OWNER for moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

5.13.2 Final payment constituting the entire unpaid balance due shall be paid by the OWNER to the CONTRACTOR upon the OWNER'S receipt of the CONTRACTOR'S final Application for Payment when the WORK has been completed and the Contract fully performed except for those responsibilities of the CONTRACTOR which survive final payment.

5.13.3 The making of final payment shall constitute a waiver of all claims by the OWNER except those arising from:

- .1** unsettled liens;
- .2** faulty or defective WORK appearing after Substantial Completion;
- .3** failure of the WORK to comply with requirements of the Contract Documents;
- .4** terms of special warranties required by the Contract Documents.

5.13.4 Acceptance of final payment shall constitute a waiver of all claims by the CONTRACTOR except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of final Application for Payment.

ARTICLE 6

PROTECTION OF PERSONS AND PROPERTY

6.1 The CONTRACTOR shall be responsible for initiating, maintaining and providing supervision of OSHA standards for safety precautions and programs in connection with the WORK.

6.2 The CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the WORK and other persons who may be affected thereby;(2) the WORK and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

6.3 The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

6.4 The CONTRACTOR shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the OWNER) to property at the site caused in whole or in part by the CONTRACTOR, a subcontractor of the CONTRACTOR or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

6.5 HURRICANE PRECAUTIONS: During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment and construction sheds.

ARTICLE 7

INSURANCE AND BONDS

7.1 CONTRACTOR'S LIABILITY INSURANCE

7.1.1 The CONTRACTOR shall purchase and maintain in a company or companies authorized to do business in the State of Florida, such insurance as will protect the CONTRACTOR from claims set forth below which may arise out of or result from operations under the Contract by the CONTRACTOR or by a contractor of the CONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

.1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit laws which are applicable to the WORK to be performed;

.2 claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees under any applicable employer's liability law;

.3 claims for damages because of bodily injury, sickness or disease, or death of persons other than the CONTRACTOR'S employees;

.4 claims for damages covered by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR or (2) by another person;

.5 claims for damages, other than to the WORK at the site, because of injury to or destruction of tangible property, including loss of use; and

.6 claims for damages for bodily injury or death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

7.1.2 The insurance required by the above Subparagraph 7.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever are greater..

7.1.3 The CONTRACTOR'S liability insurance shall include contractual liability insurance applicable to the CONTRACTOR'S obligations.

7.1.4 Certificates of Insurance, and copies of policies, acceptable to the OWNER shall be delivered to the OWNER at the time of execution of contract. These Certificates as well as insurance policies required by this Paragraph shall contain a provision that coverage will not be canceled or allowed to expire until at least thirty days prior written notice has been given to the OWNER.

If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

7.2 Payment and Performance Bonds:

7.2.1 Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing WORK, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858.

7.2.2 Two (2) separate bonds are required and both must be approved by the CITY. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall be conditioned that the CONTRACTOR perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the CONTRACTOR promptly make payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the WORK provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said Contract which the CITY may be required to make under the law.

7.2.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs.

7.3 Bonds, Reduction After Final Payment:

Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty WORK or material which appears within one (1) year after final completion of the Contract, upon notification by the CITY.

7.4 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within seven (7) days thereafter substitute another bond and surety, both of which must be acceptable to CITY.

7.5 Insurance:

7.5.1 AT THE TIME OF EXECUTION OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGE/S AND SPECIFICALLY PROVIDING THAT THE CITY OF MARGATE IS AN ADDITIONAL INSURED (WHERE INDICATED) WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. Insurance Companies selected must be acceptable by the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which must include the following coverage and minimum limits of liability: Additionally, any subcontractor hired by the CONTRACTOR for this project shall provide insurance coverage as stated herein.

- (a) **Builder's Risk NOT REQUIRED FOR THIS BID** The CONTRACTOR shall maintain builder's risk insurance for any Property or Project in the course of construction in an amount at least equal to 100% of the estimated completed Project value as well as subsequent modifications of that sum. Coverage shall be provided on an All-Risk basis including coverage for the perils of wind and flood. Contractor shall assume all responsibility for any coinsurance penalties, deductibles, or uncovered self-insurance retention. The policy shall be endorsed with an "Occupancy Endorsement" or similar endorsement, amending the automatic termination of coverage in the event the project is partially occupied, or put to its intended use prior to completion of construction. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed \$10,000.00 nor shall a wind percentage deductible, when applicable, exceed five percent 5%. The coverage shall be kept in force until final payment has been made in accordance with other applicable Contract requirements, or until CONTRACTOR and the CITY has any Property interest in the Project, or until CONTRACTOR and the CITY mutually consent to the termination, whichever occurs first. This insurance shall include interest of the CITY, CONTRACTOR, SUBCONTRACTOR AND SUB-SUBCONTRACTORS in the Project.

Partial Occupancy or use of the WORK shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. CONTRACTOR shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agrees to take no action, other than upon mutual consent, with respect to occupancy or use of the WORK that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in full force and effect until Final Completion or until CONTRACTOR and CITY mutually consent to the termination, whichever occurs first. The CONTRACTOR agrees and understands the CITY shall not provide any Builder's Risk insurance on behalf of CONTRACTOR for loss or damage to WORK, or to any other property of owned, hired, or hired, or borrowed by the CONTRACTOR.

CONTRACTOR agrees this coverage shall be provided on a primary basis, and shall be in accordance with all of the limits terms and conditions set forth herein.

(b) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and xx/100 dollars (\$100,000.00) per accident. CONTRACTOR shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the WORK with the following minimum limits of liability:

\$1,000,000.00 Combined single Limit, Bodily Injury and Property Damage Liability, per occurrence

(d) Comprehensive General Liability with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and Personal Injury coverage with employment contractual exclusions removed and deleted.

7.5.2 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

7.5.3 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the

required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above described insurance.

7.5.4 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

7.5.5 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within a reasonable time of the actual notice of such an event.

7.5.6 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

7.5.7 The CONTRACTOR agrees to perform the WORK under the Contract as an independent CONTRACTOR, and not as a subcontractor, agent or employee of CITY.

7.5.8 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

7.6 CITY'S Liability and Insurance:

CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the WORK. CITY specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

7.7 LOSS OF USE INSURANCE

The OWNER, at the OWNER'S option, may purchase and maintain such insurance as will insure the OWNER against loss of use of the OWNER'S property due to fire or other hazards, however caused. The OWNER waives all rights of action against the CONTRACTOR, and its contractors and their agents and employees, for loss of use of the OWNER'S property, including consequential losses due to fire or other hazards, however caused, to the extent covered by insurance under this Paragraph.

ARTICLE 8

CHANGES IN THE WORK

8.1 CHANGES IN THE WORK

8.1.1 CITY, without invalidating this Agreement, may order additions, deletions or revisions to the WORK. Such additions, deletions or revisions shall be authorized by a Written Amendment, Change Order or Work Directive Change.

8.1.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior change Orders for this project, increase the cost of the WORK to CITY or which extend the time for completion, must be formally authorized and approved by the CITY'S Commission prior to their issuance and before WORK may begin. No claim against CITY for extra WORK in furtherance of such change order shall be allowed unless prior approval has been obtained.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the WORK to the CITY not in excess of ten percent (10%) or \$25,000. (whichever is lesser) may be approved by signed approval of the City Manager of the City of Margate.

No claim against CITY for extra WORK in furtherance of a Change Order shall be allowed unless prior approval pursuant to this section has been obtained.

8.1.3 The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.

8.1.4 Proposed Change orders shall be prepared by the ENGINEER on forms provided by CITY. When submitted for approval, they shall carry the signature of the ENGINEER and the CONTRACTOR.

8.1.5 If CITY and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.

8.1.6 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any WORK performed that is not required by the Contract Documents as amended, modified and supplemented.

8.1.7 If notice of any change affecting the general scope of the WORK or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility and the amount of each applicable bond shall be adjusted accordingly.

8.1.8 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to ENGINEER not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract

Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

8.1.9 The cost or credit to CITY from a change in the WORK shall be determined by mutual agreement.

8.2 CHANGE ORDERS

8.2.1 A Change Order is a written order signed by the OWNER and CONTRACTOR, and issued after execution of this Agreement, authorizing a change in the WORK or adjustment in the contract sum or contract time. The contract sum and contract time may be changed only by Change Order.

8.2.2 Cost or credit to the OWNER resulting from a change in the WORK shall be determined in one or more of the following ways:

- .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 by the method provided below.

8.2.3 If none of the methods set forth in Clauses 8.2.2.1, 8.2.2.2 or 8.2.2.3 is agreed upon, the CONTRACTOR, provided a written order signed by the OWNER is received, shall promptly proceed with the WORK involved. The cost of such WORK shall then be determined on the basis of reasonable expenditures and savings of those performing the WORK attributable to the change, including the expenditures for design services and revisions to the Contract Documents. In case of an increase in the contract sum, the cost shall include a reasonable allowance for overhead and profit. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; additional costs of supervision and field office personnel directly attributable to the change, and fees paid to engineers and other professionals. Pending final determination of cost to the OWNER, payments on account shall be made on the Application for Payment. The amount of credit to be allowed by the CONTRACTOR to the OWNER for deletion or change which results in a net decrease in the contract sum will be actual net cost. When both additions and credits covering related WORK or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

8.2.6 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of agreed unit prices to quantities proposed will cause substantial inequity to the OWNER or CONTRACTOR, applicable unit prices shall be equitably adjusted.

8.3 CONCEALED CONDITIONS

By execution of this agreement, CONTRACTOR has satisfied itself as to all conditions necessary to fulfill this contract. No contract adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

8.4 REGULATORY CHANGES

The CONTRACTOR shall be compensated for changes in the WORK necessitated by the enactment or revision of codes, laws or regulations subsequent to the submission of the CONTRACTOR'S Proposal.

ARTICLE 9

WARRANTIES, TESTS AND INSPECTIONS CORRECTION OF DEFECTIVE WORK

9.1 Warranty of Title:

The CONTRACTOR warrants to the CITY that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

9.2 Warranty of Specifications:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

9.3 Warranty of Merchantability:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship and fit for the ordinary purposes for which it is intended.

9.4 Correction Period:

CONTRACTOR warrants all material and workmanship for a minimum of one (1) year from date of acceptance by the CITY. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any WORK is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY'S written instructions, either correct such defective WORK, or, if it has been rejected by CITY, remove it from the site and replace it with WORK that is not defective and satisfactorily correct and remove and replace any damage to other WORK or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected WORK removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, ENGINEER'S, attorneys and other professionals) will be paid by CONTRACTOR.

9.4.1 Where defective WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such WORK will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

9.4.2 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents. Establishment of the time period of one (1) year as described in Paragraph 9.4.1 relates only to the specific obligation of the CONTRACTOR to correct the

WORK, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR'S liability with respect to the CONTRACTOR'S obligation other than specifically to correct the WORK.

9.5 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

9.6 CONTRACTOR warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

9.7 CONTRACTOR warrants to the CITY that the consummation of the WORK provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

9.8 CONTRACTOR warrants that there has been no violation of copyrights of patent rights either in the United States of America or in foreign countries in connection with the WORK of the Contract.

9.9 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

9.10 Tests and Inspections:

9.10.1 CONTRACTOR shall give CITY timely notice of readiness of the WORK for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the WORK or any part thereof unless otherwise specified herein.

9.10.2 Inspectors shall have no authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and WORK with reasonable promptness.

9.10.3 The payment of any compensation whatever may be its character or form, or the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly is strictly prohibited and any such action on the part of the CONTRACTOR will constitute a breach of this Agreement.

9.11 The CONTRACTOR shall promptly correct WORK rejected by the OWNER or known by the CONTRACTOR to be defective or failing to conform to the Construction Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct WORK under this Agreement found to be defective or nonconforming within a period of one year from the date of Substantial Completion of the WORK or designated portion thereof, or within such longer period provided by any applicable special warranty in the Contract Documents.

9.12 Nothing contained in this Article 9 shall be construed to establish a period of limitation with respect to other obligations of the CONTRACTOR under this Agreement. Paragraph 9.11 relates only to the specific obligation of the CONTRACTOR to correct the WORK and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR'S liability with respect to the CONTRACTOR'S obligations other than correction of the WORK.

9.13 If the CONTRACTOR fails to correct the defective WORK as required or persistently fails to carry out the WORK in accordance with the Contract Documents, the OWNER, by written order signed personally or by an agent specifically so empowered by the OWNER in writing, may stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however the OWNER'S right to stop the WORK shall not give rise to a duty on the part of the OWNER to exercise the right for benefit of the CONTRACTOR or other persons or entities.

9.14 If the CONTRACTOR defaults or neglects to carry out the WORK in accordance with the Contract Documents and fails within seven days after receipt of written notice from the OWNER to commence and continue correction of such default or neglect with diligence and promptness, the OWNER may give a second written notice to the CONTRACTOR and seven days following receipt by the CONTRACTOR of that second notice and without prejudice to other remedies the OWNER may correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the CONTRACTOR costs of correcting such deficiencies. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover the amount of the deduction, the CONTRACTOR shall pay the difference to the OWNER.

ARTICLE 10

MISCELLANEOUS PROVISIONS

- 10.1 This Agreement shall be governed by the law where the WORK is located.
- 10.2 The table of contents and the headings of articles and paragraphs are for convenience only and shall not modify rights and obligations created by this Agreement.
- 10.3 In case a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

10.4 SUBCONTRACTS

10.4.1 The CONTRACTOR, as soon as practicable after execution of this Agreement, shall furnish to the OWNER in writing the names of the persons or entities the CONTRACTOR will engage as subcontractors for the Project.

10.4.2 Nothing contained in the CONTRACTOR Contract Documents shall create a professional obligation or contractual relationship between the OWNER and any third party.

10.5 WORK BY OWNER OR OWNER'S CONTRACTORS

10.5.1 The OWNER reserves the right to perform work related to, but not part of, the Project and to award separate contracts in connection with other work at the site. If the CONTRACTOR claims that delay or additional cost is involved because of such action by the OWNER, the CONTRACTOR shall make such claims as provided in Subparagraph 11.6.

10.5.2 The CONTRACTOR shall afford the OWNER'S separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their work. The CONTRACTOR shall incorporate and coordinate the CONTRACTOR'S WORK with work of the OWNER'S separate contractors as required by the Contract Documents.

10.5.3 Costs caused by defective or ill-timed WORK shall be borne by the party responsible.

10.6 CLAIMS FOR DAMAGES

Should either party to Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

10.7 SUCCESSORS AND ASSIGNS

10.7.1 This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of the contract with the OWNER or CONTRACTOR. Neither party shall assign, sublet or transfer an interest in this Agreement without the written consent of the other.

10.8 EXTENT OF AGREEMENT

This contract represents the entire agreement between the OWNER and CONTRACTOR and supersedes any prior negotiations, representations or agreements. This Agreement may be amended only by written instrument signed by both OWNER and CONTRACTOR.

10.9 OTHER GOVERNMENTAL AGENCIES: If CONTRACTOR is awarded a contract as a result of this bid proposal, CONTRACTOR will, if they have sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting contract.

ARTICLE 11

DISPUTES

NOT WITHSTANDING ANYTHING PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

ARTICLE 12

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BCC

TERMINATION OF THE AGREEMENT

12.1 TERMINATION BY THE OWNER

CITY'S Right to Terminate upon the occurrence of any one or more of the following events:

12.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

12.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

12.1.3 If CONTRACTOR makes a general assignment for the benefit of creditors.

12.1.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors.

12.1.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.

12.1.6 If CONTRACTOR persistently fails to perform the WORK in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).

12.1.7 If CONTRACTOR disregards laws or regulations of any public body having jurisdiction.

12.1.8 If CONTRACTOR otherwise violates in any substantial way any provision of the Contract Documents CITY may, after giving CONTRACTOR and the Surety seven (7) days written notice to the extent permitted by laws and regulations, terminate the services of the CONTRACTOR, exclude CONTRACTOR from the site and take possession of the WORK and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the WORK all materials and equipment stored at the site or for which has paid CONTRACTOR but which are stored elsewhere, and finish the WORK as CITY may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished.

12.1.9 Termination for Convenience of CITY: Upon seven (7) days written notice to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the agreement for CITY'S convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience CITY under the termination clause the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all WORK at the time and to the extent indicated on the notice of termination, terminated all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and Subcontracts. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

12.1.10 This Agreement may be terminated by the OWNER upon fourteen days' written notice to the CONTRACTOR in the event that the Project is abandoned. If such termination occurs, the OWNER shall pay the CONTRACTOR for work completed and for proven loss sustained upon materials, equipment, tools and construction equipment and machinery, including reasonable profit and applicable damages.

12.1.11 If the CONTRACTOR defaults or persistently fails or neglects to carry out the WORK in accordance with the Contract Documents or fails to perform the provisions of this Agreement, the OWNER may give written notice that the OWNER intends to terminate this agreement. If the CONTRACTOR fails to correct the defaults, failure or neglect within seven days after being given notice, the OWNER may then give a second written notice and, after an additional seven days, the OWNER may without prejudice to any other remedy make good such deficiencies and may deduct the cost thereof from the payment due the CONTRACTOR or, at the OWNER'S option, may terminate the employment of the CONTRACTOR and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the CONTRACTOR and finish the WORK by whatever method the OWNER may deem expedient. If the unpaid balance of the contract sum exceeds the expense of finishing the WORK, the excess shall be paid to the CONTRACTOR, but if the expense exceeds the unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

12.2 Termination by CONTRACTOR:

12.2.1 If ENGINEER fails to recommend payment for a period of thirty (30) days through no fault of CONTRACTOR or if CITY fails to make payment thereon for a period of thirty (30) days, CONTRACTOR may, upon seven (7) additional days written notice to CITY and ENGINEER, terminate the Contract and recover from the Contract payment for WORK executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery.

12.2.2 If the OWNER fails to make payment when due, the CONTRACTOR may give written notice of the CONTRACTOR'S intention to terminate this Agreement. If the CONTRACTOR fails to receive payment within thirty days after receipt of such notice by the OWNER, the CONTRACTOR may give a second written notice and, thirty days after receipt of such second written notice by the OWNER, may terminate this Agreement and recover from the OWNER payment for WORK executed and for proven losses sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and applicable damages.

ARTICLE 13

BASIS OF COMPENSATION

13.1 CHANGE IN CONTRACT PRICE

13.1.1 THE CONTRACT PRICE CONSTITUTES THE TOTAL COMPENSATION (SUBJECT TO AUTHORIZED ADJUSTMENTS) PAYABLE TO CONTRACTOR FOR PERFORMING THE WORK. ALL DUTIES, RESPONSIBILITIES AND OBLIGATIONS ASSIGNED TO OR UNDERTAKEN BY CONTRACTOR SHALL BE AT HIS EXPENSE WITHOUT CHANGE IN CONTRACT PRICE.

13.1.2 THE CONTRACT PRICE MAY ONLY BE CHANGED BY A CHANGE ORDER OR BY A WRITTEN AMENDMENT. ANY CLAIM FOR AN INCREASE OR DECREASE IN THE CONTRACT PRICE SHALL BE BASED ON WRITTEN NOTICE DELIVERED TO ENGINEER PROMPTLY (BUT IN NO EVENT LATER THAN TEN (10) DAYS) AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE AMOUNT OF THE CLAIM WITH SUPPORTING DATA SHALL BE DELIVERED WITHIN TWENTY (20) DAYS AND SHALL BE ACCOMPANIED BY CLAIMANT'S WRITTEN STATEMENT THAT THE AMOUNT CLAIMED COVERS ALL KNOWN AMOUNTS (DIRECT, INDIRECT AND CONSEQUENTIAL) TO WHICH THE CLAIMANT IS ENTITLED AS A RESULT OF THE OCCURRENCE OF SAID EVENT. NO RESOLUTION OF A CLAIM FOR ADJUSTMENT IN THE CONTRACT PRICE SHALL BE EFFECTIVE UNTIL APPROVED BY CITY COMMISSION IN WRITING. NO CLAIM FOR ADJUSTMENT IN THE CONTRACT PRICE WILL BE VALID IF NOT SUBMITTED IN ACCORDANCE WITH THIS PARAGRAPH.

13.1.3 The value of any WORK covered by a change order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- .1 Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.**
- .2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit including any subcontractor fees) which shall not exceed twenty five percent (25%). If the negotiated lump sum change order exceeds the percentages set forth for "Cost of WORK" it must be accompanied by a detailed explanation justifying the increase.**
- .3 On the basis of the cost of the WORK (determined as provided in Paragraphs 13.2 and 13.3) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in Paragraph 13.4).**

13.2 Cost of the WORK in the Event of Change Order:

The term "Cost of the WORK" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the WORK. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the project, shall include only the following items and shall not include any of the costs itemized in Paragraph 13.3:

13.2.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the WORK under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the WORK shall be apportioned on the basis of their time spent on the WORK. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing WORK after regular working hours, on Saturday, Sunday or legal holidays, shall not be included in the above unless authorized in writing by CITY.

13.2.2 Cost of all materials and equipment furnished and incorporated in the WORK, including costs of transportation and storage thereof, and suppliers field services required in connection therewith. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

13.2.3 Supplemental costs including the following:

- .1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the WORK.**
- .2 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements, the rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the WORK.**
- .3 Sales, consumer, use or similar taxes related to the WORK, and for which CONTRACTOR is liable, imposed by laws and regulations.**
- .4 Royalty payments and fees for permits and licenses.**
- .5 The cost of utilities, fuel and sanitary facilities at the site.**
- .6 Minor expenses such as telegrams, long distance telephone calls, telephone service at site, express message and similar petty cash items in connection with the WORK.**
- .7 Cost of premiums for additional bonds and insurance required because of changes in the WORK.**

13.3 Not Included in the Cost of the WORK in the Event of Change Order:

The term cost of the WORK shall not include any of the following:

13.3.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the WORK and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.2.1 - all of which are to be considered administrative costs covered by CONTRACTOR'S fee.

13.3.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

13.3.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the WORK and charges against CONTRACTOR for delinquent payments.

13.3.4 Cost of premiums for all bonds and all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same.

13.3.5 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.

13.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.2.

13.4 CONTRACTOR'S Fee In the Event of Change Order:

CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

13.4.1 A mutually acceptable negotiated fee:

13.4.1 For costs incurred under Paragraphs 13.2.1 and 13.2.2 CONTRACTOR'S fee shall not exceed ten percent (10%).

13.4.2 No fee shall be payable on the basis of costs itemized under Paragraphs 13.2.3.1, 13.2.3.2, 13.2.3.3, 13.2.3.4, 13.2.3.5, 13.2.3.6, 13.2.3.7, 13.3, 13.3.1, 13.3.2, 13.3.3, 13.3.4, 13.3.5 and 13.3.6.

13.4.3 The amount of credit to be allowed by CONTRACTOR to CITY for any such change which results in a net decrease plus a deduction in CONTRACTOR'S fee by an amount equal to ten percent (10%) for the net decrease.

13.4.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, profit will not be paid on any WORK not performed.

13.5 Cost Breakdown Required in the Event of Change Order:

Whenever the cost of any WORK is to be determined pursuant to Paragraphs 13.2 or 13.3, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data. Whenever a change in the WORK is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown.

- (a) The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
- (b) Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the contract price, the overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.

The Owner shall compensate the CONTRACTOR in accordance with Article 5, Payments, and the other provisions of this Agreement as described below.

13.6 REIMBURSABLE EXPENSES In the Event of Change Order:

13.6.1 Reimbursable Expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the CONTRACTOR in the interest of the Project for the expenses listed as follows:

13.6.2 FOR REIMBURSABLE EXPENSES, compensation shall be a multiple of 1.10 times the amounts expended.

ARTICLE 14

2011-000420 BCC
Apr. 21, 2011 Page 47

OTHER PROVISIONS

14.1 NOTICE AND COMPUTATION OF TIME

14.1.1 Giving Notice:

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

The business address of CONTRACTOR is:

Mr. Charles Veskema
Cutler Repaving, Inc.
921 East 27th Street
Lawrence, KS 66046

The business address of CITY is:

City Manager
City of Margate
5790 Margate Blvd.
Margate, Florida 33063

14.2 Computation of Time:

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty four (24) hours measured from midnight to the next midnight shall constitute a day.

14.3 MISCELLANEOUS

14.3.1 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents,, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.

14.3.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

14.3.3 CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

14.3.4 CITY reserves the right to audit the records of CONTRACTOR relating in anyway to the WORK to be performed pursuant to this Agreement at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

14.3.5 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

14.3.6 The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Contract shall be litigated in the Seventeenth Judicial circuit in and for Broward County, Florida.

14.3.7 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.


14.4 CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

WITNESS WHEREOF, the parties hereto have made an executed Agreement on the respective dates under each signature; City of Margate through its City Commission signing by and through its Mayor and City Manager, authorized to execute same by City Commission the 15th of April 2009 and Cutler Repaving, Inc. , signing by and through its representatives is duly authorized to execute same.

CITY OF MARGATE

ATTEST:


City Clerk, Leslie Rae Wallace

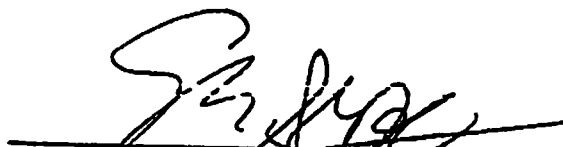

Vice Mayor, Joseph Varsalione


City Manager, Francis J. Porcella

Resolution No. 11-447


Date: 4-15-09

I HEREBY CERTIFY that I have approved this Agreement as to form.

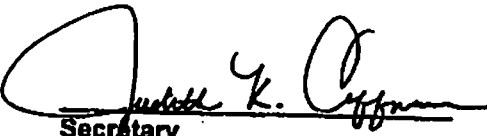

City Attorney, Eugene M. Steinfeld

CONTRACTOR

FOR CORPORATION:


President

(CORPORATE SEAL)


Secretary

**AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR THE COMPLETED
PROJECT FOR HOT IN PLACE ASPHALT - BID NO. 2009-010**

City of Margate
Hot in Place Asphalt
Bid # 2009-010
(Bids Received)

Date: April 1st, 2009

Time: 11:00AM

Name of Bidder:

1. Cutler Repaving Inc.

BB ✓

NAME OF FIRM CUTLER REPAIRING, INC.
ADDRESS 921 EAST 27TH ST LAWRENCE, KS 66046
NAME OF SIGNER CHARLES R. VESKERA
TITLE OF SIGNER PRESIDENT (Print or Type)
SIGNATURE Charles R. Veskers DATE April 1, 2009
TELEPHONE NO 785-843-1524 FACSIMILE NO 785-843-3942

RIN NO 2000.010

30. **NOTICE TO PROCEED:** The contractor shall commence work within ten (10) days after receipt of Notice to Proceed from the Owner unless otherwise stated After start of work Contractor to remain on site until work is completed

31. **LIABILITY INSURANCE:** The bidder will assume the full duty, obligation and expense of obtaining all insurance required The City of Margate and Engineer shall be an additional insured under all policies required by this proposal. The successful bidder shall furnish to the Purchasing Manager, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 certificates of insurance which indicate the insurance coverage have been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined on the accompanying Agreement

32. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, save, and hold harmless the City, their officers and employees, from or on account of all damages, losses, liabilities and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this construction contract

33. **IDENTICAL TIE BIDS:** Refer to Attachment - Drug Free Workplace Program Form

34. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Margate employee is also an owner, corporate officer, or employee of their business

Indicate either "Yes" (a city employee is also associated with your business), or "No". If "Yes", give person(s) name(s) and position(s) with your business.

NO YES _____ NAME & POSITION _____

(Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112 313)

35. **FORCE MAJEURE:** Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder

Such party shall promptly notify the other party when such Force Majeure circumstance has ceased to affect its ability to perform its obligations hereunder The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order license, priority, seizure, requisition, or allocation, failure to delay of transportation shortage of or inability to obtain supplies, equipment, fuel or labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

Note: The total bid price does not include any permit fees required by the City of Margate.

.....

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

NON-COLLUSION AFFIDAVIT ENCLOSED? YES NO

MATERIAL SAFETY DATA SHEETS ENCLOSED? YES NO

SPECIFICATION SHEETS/BROCHURES? YES NO

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE INSURANCE REQUIREMENTS TO ENSURE COMPLIANCE.

BIDDER'S GENERAL INFORMATION - BID NO. 2009-010

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, 4 and 8 will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 9 inclusive) is delivered to the OWNER.

- (1) CONTRACTOR'S name and address CUTLER REPAVING, INC.
921 EAST 27TH ST
LAWRENCE, KS 66046
- (2) CONTRACTOR'S telephone number 785-843-1524
- (3) CONTRACTOR'S license Primary classification HOT IN PLACE RECYCLING
State License Number FDOT CONTRACTOR PREQUALIFICATION Supplemental
classifications held, if any: MIAMI DADE COUNTY CONTRACTORS LICENSE E97300
Name of Licensee, if different from (1) above: JOHN MILLS VICE PRESIDENT
- (4) A Broward County Engineering Contractor's License and/or the appropriate license issued by the State of Florida is required for working within public rights-of-way. Contractor must have proper licensing prior to submitting bid and must submit evidence of same with their bid proposal.
- (5) Name of person who inspected site of proposed WORK for your firm:
Name: N/A Date of Inspection: N/A
- (6) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract GARY THOMPSON - THE HARTFORD
7300 W 110TH ST # 400
OVERLAND PARK, KS 66210

- (7) ATTACHED TO THIS BID the experience resume of the person who will be designated chief construction superintendent or on site construction manager
- (8) ATTACHED TO THIS BID a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition.
- (8) List 3 projects completed as of recent date involving work of similar type and complexity

PROJECT NAME	CONTRACT PRICE	NAME, ADDRESS AND TELEPHONE NUMBER OF OWNER
HOT IN PLACE ASPHALT BID NO: 2008-02	3,757,006	CITY OF MARGATE
HOT IN PLACE RECYCLING PROGRAM C-0037-08(MK)	2,508,226	HILLSBOROUGH COUNTY 601 E KENNEDY BLVD TAMPA, FL 813-272-5790
2008 CITYWIDE HOT IN PLACE RECYCLING & BEHAVING CE80015	2,632,326	CITY & COUNTY OF DENVER 1390 DECATUR DENVER, CO 720-865-6869

(9) Subcontractors: The Bidder further proposes that as part of their submittal attached is a list of subcontracting firms or businesses will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract:

C & R Milling
 SIGNAL MAINTENANCE
 HIGH TECH STRIPING

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That Cutler Repaving, Inc., 921 East 27th St., Lawrence, KS 66046 as Principal, and Hartford Fire Insurance Company, Hartford, CT 06115 as Surety, are held and firmly bound unto CITY OF MARGATE, hereinafter called "OWNER" in the sum of \$25,000.00 for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, said Principal has submitted a Bid to said Owner to perform the WORK required under the bidding schedule of the OWNER'S Contract Documents entitled:

HOT IN PLACE ASPHALT- BID NO. 2009-010

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of the agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court

SIGNED AND SEALED, this 1st day of April, 2009

Cutler Repaving, Inc. (SEAL) Hartford Fire Insurance Company (SEAL)
(Principal) (Surety)

By: [Signature] By: Judith A. Page
Judith A. Page, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P O BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call 888-266-3488 or fax 860-757-5835

Agency Code: 37-281099

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Robert B Fiss, Scott H Fiss, Drosie D Mladge, Melissa L Ory, Palnce M. Larsen, Judith A Page
of
Shawnee Mission, KS

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M Ross Fisher

M Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

} ss. Hartford

On this 3rd day of March, 2009, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say, that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations, that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



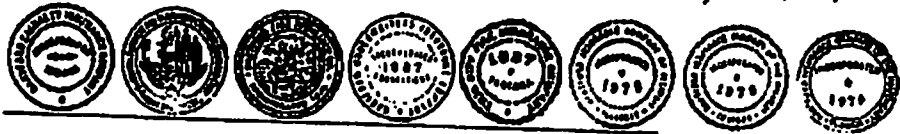
Scott B Pascha

Scott B Pascha
Notary Public

My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, and that the same is in full force and effect as of *April 1, 2009*
Signed and sealed at the City of Hartford.



Gary W Stumper

Gary W Stumper, Assistant Vice President

REFERENCE SHEET

In order to receive Bid Award consideration on the proposed bid, it is a mandatory requirement that the following "Information Sheet" must be completed and returned with your bid. This information may be used in determining the Bid Award for this contract

BIDDER (COMPANY NAME) CUTLER REPAIRING, INC.

ADDRESS 921 EAST 27th St LAURENCE KS 66046 TELEPHONE NO. 785 843-1524

CONTACT PERSON. BOB VESKERA TITLE PRESIDENT

NUMBER OF YEARS IN BUSINESS 44

ADDRESS OF NEAREST FACILITY SAME AS ABOVE

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1 Company Name: CITY OF MARGATE

Address: 102 ROCK ISLAND Phone 954-972-8126

Contact Person: JAM MAY Title: _____

2 Company Name: HILLSBOROUGH COUNTY

Address: 601 E KENNEDY BLVD TAMPA, FL Phone: 813-272-5912

Contact Person: ROGER COX Title: SR PROFESSIONAL ENGINEER

3. Company Name: CITY & COUNTY OF DENVER

Address: 1390 DECATUR DENVER, CO Phone: 720 865-6567

Contact Person: BRIAN ROECKER Title: P.E., P.T.O.E.

BID NO: 2009-010

CITY OF MARGATE
NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in and executed by the bidder, if the bid is made by a Corporation, then by its Chief Officer. This document must be submitted with the bid.

STATE OF KANSAS

ss

COUNTY OF DOUGLAS

being first duly sworn deposes and says that CHARLES R. VESKEENA

residing at 11814 PAWNEE LANE, and _____
LEAWOOD, KS 66211

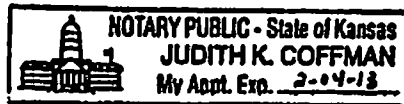
residing at _____ and _____

residing at _____ (is/are)

the only person(s) with (him/them) in the delivery of the materials bid upon or the services performed under these specifications, that the said bid is made without any connection or common interest in the profits with any other persons making any bid or proposal for the said work; that the said contract is on (his/their) part in all respects fair and without collusion or fraud, and also that no head of any department or any employee therein, or any officer of the City of Margate is directly or indirectly interested therein.

BIDDER'S AUTHORIZED SIGNATURE Charles R. Veskeena

Subscribed and sworn to before me this 20th day of March, 2009



BID NO: 2009-010

DRUG-FREE WORKPLACE PROGRAM FORM - BID NO. 2009-010

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1)
4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation

If bidder's company has a Drug-free Workplace Program, so certify below

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: Charles R. Williams DATE: April 1, 2009

RUDY SANCHEZ
2305 BROADWAY, S.E.
ALBUQUERQUE, NM 87102
785-766-4589

Employment

CUTLER REPAVING, INC. 1994-PRESENT
921 E. 27TH STREET
LAWRENCE, KS 66044-5449

- **LABORER** 1994-1995
Performed duties finishing asphalt by hand with a rake and shovel.
- **SCREEDMAN** 1996-1997
Controlled screed portion of the asphalt recycling process resulting in quality and depth of the finished mat.
- **REPAVER OPERATOR** 1998-1999
Promoted to Repaving machine operator controlling all phases of the actual Repaving process, quality of mat, etc.
- **REPAVING SUPERINTENDENT** 1999-Present
Responsible for paving production of a 12-15 man crew including all phases of paperwork, supervision, safety and quality control.

Education

GENERAL EDUCATION GRADUATED 1984
Albuquerque High School Albuquerque, NM

Personal

- Birthdate: 5/18/67
- Single



MATERIAL SAFETY DATA SHEET

1 CHEMICAL PRODUCT & COMPANY IDENTIFICATION

TRADE NAME(S) HFE-300
 CAS NUMBER MIXTURE
 SYNONYM(S) ANIONIC ASPHALT EMULSION, HEAVY
 MANUFACTURER/ Holly Asphalt Company
 SUPPLIER P.O. Box 2209
 Peoria, AZ 85380

TELEPHONE NUMBERS - 24 HOUR ASSISTANCE
 EMERGENCY ASSISTANCE
 Call Chemtrec: 800-424-9300

TELEPHONE NUMBERS - GENERAL ASSISTANCE
 Product Information
 call Manufacturer: 623-939-3311

For technical assistance regarding this product, contact your local Holly Asphalt Company representative.

2 COMPOSITION / INFORMATION ON INGREDIENTS

Ingredient Name	CAS Number	Concentration*	Exposure Limits / Health Hazards
PETROLEUM ASPHALT	8052-42-4	50-80%	Asphalt Fumes: 0.5 mg/m ³ 8-Hour TWA (ACGIH)
PETROLEUM BITUMEN	8052-42-4	50-80%	Asphalt Fumes: 0.5 mg/m ³ 8-Hour TWA (ACGIH)
WATER	7732-18-5	5-50%	ND
PETROLEUM DISTILLATES	PROPRIETARY < 35 %		ND
POLYMER MODIFIER	PROPRIETARY 0 - 25 %		ND
SURFACTANTS	MIXTURE	0-7%	ND
EMULSIFIER	PROPRIETARY 0 - 4 %		ND
ADDITIVES	PROPRIETARY 0 - 3.5 %		ND

ND = No Data, NA = Not Applicable

Trade Name HFE-300

Printed On: 01/16/2006

1/10

Ingredient Name	CAS Number	Concentration*	Exposure Limits / Health Hazards
THICKENER	PROPRIETARY	0 - 2 %	ND
VULCANIZING AGENT	PROPRIETARY	0 - 2 %	ND
STABILIZER	PROPRIETARY	0 - 1 %	ND
ANTI-STRIP	PROPRIETARY	0 - 1 %	ND
HYDROGEN SULFIDE	7783-06-4	< 1 %	20 ppm CEILING (OSHA) 10 ppm 8-Hour TWA (ACGIH) 15 ppm 15-Min STEL (ACGIH)

*Values do not reflect absolute minimums and maximums; these values are typical which may vary from time to time.

The specific identities of some of the components of this product are being withheld as trade secrets. However, all pertinent hazards are addressed in this MSDS.

Asphalt products can contain hydrogen sulfide, because it is naturally occurring in crude oil from which asphalt is derived. Hydrogen sulfide can also be present as a by-product of asphalt processing.

**Material may contain polycyclic aromatic hydrocarbons (PAHs).

3 HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW WARNING!

HEALTH HAZARDS

MAY BE SEVERELY IRRITATING TO THE SKIN AND EYES
 MAY BE IRRITATING TO THE RESPIRATORY TRACT
 MAY BE HARMFUL IF SWALLOWED OR ABSORBED THROUGH THE SKIN
 FUMES FROM HEATED MATERIAL MAY BE IRRITATING AND HAZARDOUS
 MAY CAUSE ALLERGIC SKIN REACTION
 OVEREXPOSURE MAY CAUSE CNS DEPRESSION
 ASPIRATION HAZARD IF SWALLOWED-CAN ENTER LUNGS AND CAUSE DAMAGE
 POTENTIAL REPRODUCTIVE HAZARD
 CONTAINS MATERIAL WHICH CAN CAUSE CANCER
 SEE "TOXICOLOGICAL INFORMATION" (SECTION 11) FOR MORE INFORMATION

FLAMMABILITY HAZARDS

UNDEFINED (FLASH POINT > 200 F)
 PER OSHA GUIDELINES, 29 CFR 1910.1200(c)

REACTIVITY HAZARDS

STABLE

POTENTIAL HEALTH EFFECTS, SKIN

SEVERELY IRRITATING. Contact may cause reddening, pain, itching, inflammation and possible tissue damage. Defatting agent.

Contains a component(s) that may cause allergic skin reactions in some individuals. May cause photoirritation in some individuals.

Absorption from prolonged or repeated skin contact may cause systemic toxicity.

Contact with heated material may cause thermal burns.

ND = No Data, NA = Not Applicable

Trade Name HFE-300

Printed On: 01/18/2006

2/10

POTENTIAL HEALTH EFFECTS, EYE

SEVERELY IRRITATING. Exposure to vapors, fumes or mists may cause irritation. Direct contact may cause pain, tears, burns, sensitivity to light, swelling and possible corneal damage. Prolonged or repeated exposure may cause irritation and conjunctivitis.

Contact with heated material may cause thermal burns, destruction of eye tissue and possible permanent injury or blindness.

POTENTIAL HEALTH EFFECTS, INHALATION

Breathing of the mists, vapors or fumes may irritate the nose, throat and lungs. Symptoms may include sore throat, coughing, labored breathing, sneezing and burning sensation, depending on the concentration and duration of exposure. Fumes or vapors from the heated material may be irritating to the respiratory tract.

May cause central nervous system depression or effects. Symptoms may include headache, excitation, euphoria, dizziness, incoordination, drowsiness, light-headedness, blurred vision, fatigue, tremors, convulsions, loss of consciousness, coma, respiratory arrest and death, depending on the concentration and duration of exposure.

Components have been shown to be weak cardiac sensitizers which can result in cardiac arrhythmia and ventricular fibrillation.

May release hydrogen sulfide gas which is highly toxic. Hydrogen sulfide can cause respiratory paralysis and death, depending on the concentration and duration of exposure. Do not rely on ability to smell vapors, since odor fatigue rapidly occurs. Effects of overexposure include irritation of the nose and throat, nausea, vomiting, diarrhea, abdominal pain and signs of nervous system depression (e.g. headache, drowsiness, dizziness, loss of coordination and fatigue), irregular heartbeats, pulmonary edema, weakness and convulsions.

See Storage & Handling (Section 7) for more information.

Contains a component(s) which may cause allergic or asthma-like reactions in certain individuals.

Overexposure to this material may cause systemic damage including target organ effects listed under "Toxicological Information" (Section 1.1).

Other specific symptoms of exposure are listed under "Toxicological Information" (Section 1.1).

POTENTIAL HEALTH EFFECTS, INGESTION

May cause severe irritation with intense burning of the mouth and throat followed by abdominal pain and distress, nausea, vomiting, and diarrhea. Symptoms may include salivation, pain, nausea, vomiting and diarrhea.

Aspiration into lungs may cause chemical pneumonia and lung damage.

Exposure may also cause central nervous system symptoms similar to those listed under "Inhalation" (see Inhalation section).

Overexposure to this material may cause systemic damage including target organ effects listed under "Toxicological Information" (Section 1.1).

Other specific symptoms of exposure are listed under "Toxicological Information" (Section 1.1).

4 FIRST AID MEASURES

SKIN

For hot material, immerse or flush skin with large amounts of the coldest water possible. Cover with clean cotton sheeting or gauze. Remove clothing if not sticking to skin. DO NOT try to remove solidified material from the skin as the damaged flesh can be easily torn. DO NOT try to dissolve with solvents or thinners. GET IMMEDIATE MEDICAL ATTENTION.

For cold material, immediately wash skin with plenty of soap and water while removing contaminated clothing and shoes. Get medical attention if irritation persists.

Place contaminated clothing in closed container for storage until laundered or discarded. If clothing is to be laundered, inform person performing operation of contaminant's hazardous properties. Discard contaminated leather goods.

EYE

Flush immediately with large amounts of water for at least 15 minutes. Eyelids should be held away from the eyeball to ensure thorough rinsing. GET IMMEDIATE MEDICAL ATTENTION.

Burns due to contact with heated material require immediate medical attention.

INHALATION

Safely remove the victim from exposure. DO NOT ATTEMPT TO RESCUE WITHOUT ADEQUATE PROTECTIVE GEAR AND PROPER TRAINING. Remove to fresh air. If not breathing, institute rescue breathing. If breathing is difficult, ensure airway is clear and give oxygen.

Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.

INGESTION

Gastric lavage should be performed only by qualified medical personnel. If spontaneous vomiting occurs keep head below hips to prevent aspiration and monitor for breathing difficulty. Do not induce vomiting because of danger of aspirating liquid into lungs, causing serious damage and chemical pneumonitis.

Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.

NOTES TO PHYSICIAN

Gastric lavage may be indicated if ingested.

Anemia may require the usual supportive measures. Medical evaluation of acute overexposure should include hematological determinations until stable. In severe acute and chronic poisoning, both renal and hepatic damage may occur and should be anticipated in such cases. Respiratory and pulmonary problems may require special attention. After severe acute symptoms have been alleviated, it may be advisable to consider periodic monitoring of the patient until such time as the likelihood of other adverse effects can be discounted.

Hydrogen sulfide is primarily a respiratory toxin inhibiting the cytochrome oxidase system; it is probably more potent than HCN. The lifetime of sulfide in oxygenated blood is short and sulfmethemoglobin is rapidly detoxified by red blood cells and the liver. If nitrites have been used for detoxification, check methemoglobin levels. Follow fluid and electrolyte balance carefully since metabolic acidosis may occur from increased anaerobic metabolism. Watch for pulmonary edema and aspiration pneumonia during convalescence.

For skin contact with hot asphalt material, do not peel the solidified material from the skin, or use solvents such as gasoline, kerosene, or paint thinner to remove. Cooled asphalt may adhere so tenaciously to the skin that attempted removal may cause severe distress to the patient. Covering the affected area using commercially available preparations containing the emulsifying agent polysorbate (Tween 80), or an antibiotic cream in a polysorbate base is the most effective method to dissolve the solidified asphalt. Asphalt can also be slowly dissolved with vegetable oil, baby oil or mineral oil.

If spontaneous vomiting has occurred after ingestion, the patient should be monitored for difficult breathing, as adverse effects of aspiration into the lungs may be delayed up to 48 hrs.

5 FIRE FIGHTING MEASURES

HAZARDOUS COMBUSTION PRODUCTS

Combustion may produce COx, NOx, SOx, reactive hydrocarbons, hydrogen sulfide and irritating vapors.

EXTINGUISHING MEDIA

Use water spray, dry chemical, alcohol foam, all purpose AFFF or carbon dioxide to extinguish fire.

BASIC FIRE FIGHTING PROCEDURES

Material will burn in a fire. Exercise extreme care when using water spray on asphalt tank fires. When water is mixed with hot asphalt, steam may rapidly develop resulting in violent asphalt foaming and possible tank eruptions from increased pressure.

Evacuate area and fight fire from a safe distance.

Use water spray to cool adjacent structures and to protect personnel. Shut off source of flow if possible. Stay away from storage tank ends. Withdraw immediately in case of rising sound from venting safety device or any discoloration of storage tank due to fire.

Firefighters must wear MSHA/NIOSH approved positive pressure breathing apparatus (SCBA) with full face mask and full protective equipment.

UNUSUAL FIRE & EXPLOSION HAZARDS

Hydrogen Sulfide can react with the iron in an asphalt storage tank to form iron sulfide. Iron Sulfide is pyrophoric. When exposed to air, iron sulfide is capable of igniting spontaneously.

Flash Point	> 212 °F (>100 °C)
Autoignition Temperature	ND
Flammability Limits in Air, Lower, % by Volume	ND
Flammability Limits in Air, Upper, % by Volume	ND

6 ACCIDENTAL RELEASE MEASURES

EMERGENCY ACTION

Eliminate and/or shut off ignition sources and keep ignition sources out of the area. Keep unnecessary people away; isolate hazard area and deny entry. Stay upwind. Isolate for 1/2 mile in all directions if tank, rail car or tank truck is involved in fire. Evacuate area endangered by release as required. (See Exposure Control/Personal Protection - Section 8).

ENVIRONMENTAL PRECAUTIONS

If product is released to the environment, take immediate steps to stop and contain release. Caution should be exercised regarding personnel safety and exposure to the released product. Notify local authorities and the National Response Center, if required.

SPILL OR LEAK PROCEDURE

Keep unnecessary people away. Isolate area for at least 50-100 meters (150-330 feet) to preserve public safety. For large spills, consider initial evacuation for at least 300 meters (1 000 feet).

Keep ignition sources out of area and shut off all ignition sources. For spills on land, dig ahead of spill to contain. Scrape up spilled material for disposal. To reclaim, mix with gravel, dirt or rock. For spills on water, contain as much as possible with booms and begin recovery as soon as possible. If material sinks or becomes dispersed, consult with local, state and regional authorities for approved clean up procedures. Stop leak when safe to do so.

See Exposure Controls/Personal Protection (Section 8).

7 HANDLING & STORAGE

HANDLING

Ground lines and equipment used during transfer to reduce the possibility of static spark-initiated fire or explosion. Use non-sparking tools. Do not cut, grind, drill, weld or reuse containers unless adequate precautions are taken against these hazards.

Do not heat to temperatures above the boiling point of water (approximately 212 F or 100 C).

Do not eat, drink or smoke in areas of use or storage.

STORAGE

Store in tightly closed containers in a cool, dry, isolated, well-ventilated area away from heat, sources of ignition and incompatibles. Avoid contact with strong oxidizers. Empty containers may contain product residue. Do not reuse without adequate precautions.

Hydrogen sulfide can build up in the head space of storage vessels containing any type of asphalt product. Use appropriate respiratory protection to prevent exposure. See Exposure Controls/Personal Protection (Section 8).

When entering a storage vessel that has previously contained any type of asphalt product, it is recommended that the atmosphere be monitored for the presence of hydrogen sulfide. See Composition Information (Section 2) for exposure limits.

8 EXPOSURE CONTROLS / PERSONAL PROTECTION

ENGINEERING CONTROLS

Ventilation and other forms of engineering controls are the preferred means for controlling exposures.

Consult NIOSH (National Institute for Occupational Safety and Health) for more information on guidelines for engineering controls for asphalt pavers.

EYE PROTECTION: PERSONAL PROTECTION EQUIPMENT (PPE)

Keep away from eyes. Eye contact can be avoided by wearing a face shield and safety glasses with side shields, or a face shield and safety goggles.

SKIN PROTECTION: PERSONAL PROTECTION EQUIPMENT (PPE)

Use appropriate chemical protective gloves when handling at room temperature. Use gloves that protect against thermal burns when handling at high temperatures. At a minimum, wear long-sleeved cotton shirt buttoned at the collar and full-length cotton pants. Synthetic fibers tend to melt and adhere to the skin when heated. Do not fold back or roll up cuffs. Additional protection may be necessary to prevent skin contact including use of apron, armcovers, face shield, or boots.

Strict hygiene practices are essential.

RESPIRATORY PROTECTION: PERSONAL PROTECTION EQUIPMENT (PPE)

Inhalation of mists and vapors should be avoided at all times.

A NIOSH/MSHA approved air purifying respirator with an appropriate cartridge, canister, and/or filter may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits. The use of air purifying respirators is not recommended where hydrogen sulfide levels may exceed exposure limits. Protection provided by air purifying respirators is limited. Use a positive pressure air supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air purifying respirators may not provide adequate protection.

9 PHYSICAL & CHEMICAL PROPERTIES

ODOR AND APPEARANCE

DARK BROWN WATER-BASED LIQUID WITH MUSTY ODOR

13 DISPOSAL CONSIDERATIONS

WASTE DISPOSAL

This product, as supplied, when discarded or disposed of, may be a hazardous waste according to Federal regulations (40 CFR 261). Under the Resource Conservation and Recovery Act (RCRA), it is the responsibility of the user of the product to determine, at the time of disposal, whether the material is a hazardous waste subject to RCRA.

The transportation, storage, treatment and disposal of RCRA waste material must be conducted in compliance with 40 CFR 262, 263, 264, 268 and 270. Disposal can occur only in properly permitted facilities. Check state and local regulations for any additional requirements as these may be more restrictive than federal laws and regulations. Chemical additions, processing or otherwise altering this material may make the waste management information presented in this MSDS incomplete, inaccurate or otherwise inappropriate. Disposal of this material must be conducted in compliance with all federal, state and local regulations.

14 TRANSPORT INFORMATION

BILL OF LADING - BULK (U. S. DOT)

ND

See Bill of Lading for proper shipping description, or consult 49 CFR 172.101 for specific shipping information.

15 REGULATORY INFORMATION

FEDERAL REGULATIONS

All ingredients are on the TSCA inventory or are not required to be listed on the TSCA inventory.

A release of this product, as supplied, is exempt from reporting under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) by the petroleum exclusion. Releases may be reportable to the National Response Center (800-424-8802) under the Clean Water Act, 33 U.S.C. 1321 (b)(3) and (5). Check state and local regulations for any additional requirements as these may be more restrictive than federal laws and regulations. Failure to report may result in substantial civil and criminal penalties.

This product contains one or more components designated as hazardous substances or toxic pollutants pursuant to the Federal Clean Water Act (40 CFR 116.4 Table A; 40 CFR 401.15). Any unpermitted introduction of this product into a facility stormwater or wastewater discharge may constitute a violation of the Clean Water Act. Facilities must notify the appropriate permitting agency prior to introducing this product into the aforementioned discharges.

This product contains one or more substances listed as hazardous, toxic or flammable air pollutants under Section 112 of the Clean Air Act.

There may be specific regulations at the local, regional or state/provincial level that pertain to this product.

STATE REGULATIONS

WARNING: This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

SARA TITLE III RATINGS

Immediate Hazard:	X	Delayed Hazard:	Y	Fire Hazard:		Reactive Hazard:	
Reactivity Hazard:	-						

NFPA RATINGS

Health	1	Flammability	1	Reactivity	0	Special Hazards	0
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HMIS RATINGS * - Indicates chronic health hazard

Health	2*	Flammability	1	Reactivity	0
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16 OTHER INFORMATION

ND = No Data, NA = Not Applicable

Trade Name HFE-300

Printed On: 01/16/2006

9/10

DISCLAIMER

NOTICE: The information presented herein is based on data considered to be accurate as of the date of preparation of this Material Safety Data Sheet. However, MSDS may not be used as a commercial specification sheet of manufacturer or seller, and no warranty or representation, expressed or implied, is made as to the accuracy or comprehensiveness of the foregoing data and safety information, nor is any authorization given or implied to practice any patented invention without a license. In addition, no responsibility can be assumed by vendor for any damage or injury resulting from abnormal use, from any failure to adhere to recommended practices, or from any hazards inherent in the nature of the product.

Current Revision Date: 16 February 2005

Replaces Sheet Dated: 2 August 2002



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1069

County Administrator's Report Item #: 14. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Request for Reinstatement and Transfer of County Property

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Request for Reinstatement and Transfer of County Property - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Request for Reinstatement and transfer of County Property:

A. Approve the Request for Reinstatement of County Property Form for a mobile filing system; and

B. Approve the transfer of the same property to the Escambia County Sheriff's Office.

Meeting in regular session on April 21, 2011, the Board approved a Request for Property Disposition Form that included a built-in mobile filing system, located inside the building at 1190 West Leonard Street.

The Escambia County Sheriff's Office is now in possession of the building located at 1190 West Leonard Street. In order to accede to the request by the Sheriff's Office to make use of this filing system, it is necessary that the BCC first reinstate the property, then formally transfer same to the Escambia County Sheriff's Office.

BACKGROUND:

Meeting in regular session on April 21, 2011, the Board approved a Request for Property Disposition form that included a built-in mobile filing system located inside the building at 1190 W. Leonard Street.

The Escambia County Sheriff's Department is now in possession of the building located at 1190 W. Leonard Street. In order to accede to the Sheriff's Department's request to make use of this filing system it is necessary that the BCC first reinstate the property, then formally transfer same to the Escambia County Sheriff's Department.

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

Property Reinstatement backup documents

REQUEST FOR REINSTATEMENT OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Reinstatement Dept.: Public Works COST CENTER NO: 210301

Joy D. Blackmon, PE, Department Director DATE: 7-7-11
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 850-595-3451

REQUEST THE FOLLOWING ITEM(S) TO BE REINSTATED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	46332	Mobile Filing System	N/A	Aurora	1997	Good

Reinstatement Comments: Engineering had disposed of the filing system when they vacated the Old One Stop Facility. This filing system was left in the Old One Stop Facility to be removed during renovations by the Sheriff. The Sherriff has requested to keep the filing system to be used in their Evidence Warehouse.

The Clerk of Courts Office has requested that we reinstate the equipment to Engineering and then Reassign the Property to the Sheriff Office.

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: 7/6/11
 FROM: Escambia County Department Director (Signature): [Signature]
 Director (Print Name): _____

RECOMMENDATION: Date: 7/6/11
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. "Randy" 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

**REPORT OF REASSIGNED EXCESS PROPERTY
 ESCAMBIA COUNTY, FLORIDA**

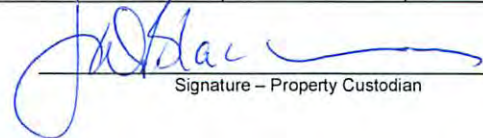
EXCESS PROPERTY CANNOT BE REASSIGNED ON THE
 PROPERTY RECORDS UNTIL THIS FORM HAS BEEN
 COMPLETED AND SIGNED BY PROPERTY CUSTODIAL
 CLOSING/GAINING

To: Clerk of the Court and Comptroller's Finance Dept

From: Property Custodian Joy D. Blackmon, PE, Department Director Date: 7-7-11

Item(s) of County owned tangible personal property excess to the needs of this department available for reassignment are listed Below. I certify that the item(s) listed are in a usable and operational condition.

SECTION 1 - EXCESS PROPERTY					
Item No	Property No.	Item Name	Serial Number	Model	Year
1	46332	Mobile Filing System	N/A	Aurora	1997


 Signature - Property Custodian

To: Clerk of the Court and Comptroller's Finance Dept

Date: _____

Reassignment of County tangible property enumerated in Section II has occurred. These changes should be entered on the property records. Custody has been or will be assumed by the gaining custodian on the date preceding the custodian's signature.

SECTION II - REASSIGNMENT OF EXCESS PROPERTY					
Item No	Property No.	Department Name	Cost Center	Date	
1	46332	Sheriff's Office	N/A		

I certify that I assume custody of the item of county property on line with my signature.


 Signature - Property Custodian

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Charles R. "Randy" Oliver, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-10. Approval of Various Consent Agenda Items ►

Motion made by Commissioner Valentino, seconded by Commissioner Young, and carried unanimously approving Consent Agenda Items 1 through 10, as follows, as amended to drop Items 8 and 9:

1. Approving the *Request for Disposition of Property* Form and donation of the property listed on the Form (vehicle speed-calming smart machine), to the Escambia County Sheriff's Office (ECSO); the item is to be utilized by the ECSO, as required, in the Warrington Redevelopment Area corridors, as a vehicle speed-calming device.
2. Accepting, for filing with the Board's Minutes, the February 17, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.
3. Accepting, for filing with the April 21, 2011, Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) First Quarter Report.
4. Authorizing the scheduling of a Public Hearing for May 5, 2011, at 5:32 p.m., for consideration of the renewal of a *Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility* for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, owned by Waste Management, Inc. (Funding: Fund 401, Solid Waste, Account Number 343402).
5. Approving four *Request for Disposition of Property* Forms, indicating 20 items, all of which are described and listed on the Forms, with reasons for disposition stated for each; the items will be auctioned as surplus, traded to another Cost Center, or disposed of properly; all surplus property listed on the *Request for Disposition of Property* Forms have been checked and declared either surplus to be auctioned, surplus to be traded to another Cost Center, or surplus to be disposed of properly; the Forms have been signed by all applicable authorities, including Division Manager, Department Director or designee, County Administrator, and, if applicable, an Information Technology Technician.

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Public Works COST CENTER NO: 210301
 Rhela Ransom DATE: 22-Mar-11
 Property Custodian (PRINT FULL NAME)
 Property Custodian (Signature): *Rhela Ransom* Phone No: 595-3452

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	37126	VHS VIDEO RECORDER*		Panasonic	1990	Old
N	44323	HEAT PUMP	(installed at 1190 W. Leonard)		1996	
N	46332	MOBILE FILING SYSTEM	(installed at 1190 W. Leonard)		1997	
N	47116	PENETROMETER			1998	Bad
N	54129	SLIDE PROJECTOR*		Kodak	2005	Good

Disposal Comments: * Items will be sent to SWM Swap Shop.

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: 03/23/11
 FROM: Escambia County Bureau Department Director (Signature): *Joy D. Blackmon*
 Department Director (Print Name): Joy D. Blackmon

RECOMMENDATION: Date: 4/5/11
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver, CPA, PE
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: APR 21 2011
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) *Ernie Lee Magaha*

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-1013

County Administrator's Report Item #: 14. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Approve Payment to Fairfield Drive Properties, LLC, for the Final Settlement from a 2008 Agreement regarding Escambia County One Stop Center

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Final Settlement to Fairfield Drive Properties, LLC - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve a payment to Fairfield Drive Properties, LLC, in the amount of \$20,556.40, for the final settlement of the 2008 Agreement regarding the property improvements in connection with the construction of the Escambia County One Stop Center, located at 3363 West Park Place.

[Funding Source: Fund 351, Local Option Sales Tax II, Cost Center 110261, Object Code 56201, Project# 05AD0029]

BACKGROUND:

Meeting in regular session on January 24, 2008, the Board approved an Agreement between Fairfield Drive Properties, LLC, and Escambia County for property improvements in connection with the construction of the Escambia County One Stop Center. This Agreement, which was based on estimated construction costs for a roadway constructed between the two sides of the subject property after the building was constructed, provides for an adjustment of any balance that remains at the completion of the construction of the road. Fairfield Drive Properties, LLC, has agreed to the final settlement amount of \$20,556.40.

BUDGETARY IMPACT:

Funding Source: Fund 351, Local Option Sales Tax II, Cost Center 110261, Object Code 56201, Project# 05AD0029

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, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Fairfield Drive Properties, LLC, has agreed with the Final Settlement amount. Upon Board approval, the Public Works Department/Facilities Management will submit an invoice to the Clerks Office for processing.

Attachments

Final Reconcile
Agreement

Fairfield Drive Properties, LLC Agreement

Estimated Costs Per Agreement Dated Jan 24, 2008

	\$ 363,878.16	Estimated Construction & AE Fees	
#1	\$ 181,939.08	Fairfield Share = 1/2	
	\$ (142,196.40)	Credit for Value of Land	
	\$ (7,735.00)	Less Engineering Fees Paid - Jehle	
	\$ (1,230.00)	Less Engineering Fees Paid - Northwest FL Surveying	\$ 8,965.00
	<u>\$ 30,777.68</u>	Estimated Due to The County from Fairfield Drive Properties, LLC	

Actual Costs

#2	\$ 225,000.00	West Park Road and Associated site work - AE New	
#3	\$ (8,610.00)	Credit for Redesign - AE New	
#4	\$ 22,375.00	Center Island Landscaping on West Park Road	
#5	\$ 2,100.00	Landscape AE Fee - 21%	
#6	\$ 2,675.00	Re-design of Roadway - Herman St Area	
#7	\$ 15,470.00	CO #1 to Bay - Increase for Civil Scope - (\$7735.00 1/2 Cost County Share)	
#8	\$ 2,200.00	CO #3 to Bay - Turn Lane FDOT GEO Work	
	\$ 261,210.00	Total Construction	
	/2	1/2 Cost	
	\$ 130,605.00	Fairfield Share	
	\$ (142,196.40)	Credit for Value of Land - Per Agreement - See #1	
	\$ (7,735.00)	Less Engineering Fees Paid - Jehle - See #1	
	\$ (1,230.00)	Less Engineering Fees Paid - Northwest FL Surveying - See #1	\$ 8,965.00
	<u>\$ (20,556.40)</u>	Actual Due to Fairfield Drive Properties, LLC from The County	

Escambia County
Clerk's Original

2008-000122 BCC

Jan. 24, 2008 Page 16

1/24/2008 CAR T-3

AGREEMENT BETWEEN FAIRFIELD DRIVE PROPERTIES, LLC AND
ESCAMBIACOUNTY FOR PROPERTY IMPROVEMENTS IN CONNECTION WITH THE
CONSTRUCTION OF THE ESCAMBIACOUNTY ONE STOP CENTER

THIS AGREEMENT is made and entered into on this 24th day of January, 2008 by and between Escambia County, a Political Subdivision of the State of Florida its successors and assigns, through its Board of County Commissioners (hereinafter "County"), with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, and, Fairfield Drive Properties, LLC, a Florida limited liability company, licensed to conduct business in Florida with administrative offices at 24 N. Tarragona, Pensacola, FL, 32502 (hereinafter "Fairfield").

WITNESSETH:

WHEREAS, Fairfield and County have adjoining property; and

WHEREAS, County is planning to develop its property for a One Stop Center, housing the Building Department, Engineering and other related offices; and

WHEREAS, County's One Stop Facility will require a roadway for additional access to the property; and

WHEREAS, Fairfield believes it would benefit from the additional access provided by a roadway constructed between the properties; and

WHEREAS, Escambia County agrees provided that Fairfield provides the amount due in accordance with Exhibit B and agrees to adjust any balances that remain at the completion of the construction of the Road; and

WHEREAS, Fairfield and the County find these terms acceptable.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. EXTENT AND DURATION

The Parties agree this agreement shall commence and continue until all covenants are completed, but not to exceed two (2) years from the date of execution of this agreement.

SECTION 2. THE PROJECT

Fairfield agrees to provide all real property necessary for the construction of the roadway as shown in Exhibit A, attached hereto and incorporated herein, including right of way. Said property shall be deeded to the County in a manner acceptable to the County prior to the commencement of construction. Upon completion, the roadway shall be the sole property of the County for public use. It is understood, acknowledged, and agreed that at such time as Fairfield re-develops or constructs improvements on its remaining property adjacent to the roadway, Fairfield shall direct its storm water runoff to any of the three (3) storm water inlets located on the easternmost side of the roadway, as depicted in Exhibit A, attached hereto and incorporated herein. These three (3) inlets shall be constructed as part of the roadway project so as to direct Fairfield's storm water runoff to the three (3) new retention ponds, which shall be constructed as part of the County's One Stop Center to the west of the roadway. The storm water inlets, pipes, and retention ponds shall be designed and constructed so as to handle Fairfield's current storm water runoff volume and

Date: 1/28/2008
Verified By: Officia

#16

retention needs. The parties acknowledge and agree that virtually all of Fairfield's property is currently impervious and that all of its current storm water runoff volume and retention needs are satisfied by County facilities.

County agrees to construct the roadway as shown in Exhibit A. County shall competitively bid all phases of this project required by law, and oversee the design and construction of the roadway to appropriate standards. County shall provide copies of bids to and consult with Fairfield prior to accepting any bids, but the final decision to accept or reject bids shall be the County's exclusively.

Fairfield agrees to pay over to the County fifty per cent (50%) of any and all costs and expenses, including but not limited to labor, materials, design and engineering of the roadway as shown in Exhibit A. Determination of costs shall be solely the decision of the County, but if said costs are estimated to exceed the amounts described in Exhibit B, County shall first obtain Fairfield's written consent to the increased cost before incurring said increased cost.

County shall credit Fairfield the value of the land deeded to the County in excess of the value of the land used by the County for the roadway and right of way. The estimated values and costs of this project are listed in Exhibit B attached hereto and incorporated into this agreement, which Exhibit shall be updated and finalized by the party's mutual agreement within thirty (30) days of the date of execution of this agreement. Fairfield shall pay their portion within five (5) business days after receipt of each invoice from County, which invoice shall be sent to Fairfield after each construction draw request has been paid by County. Each invoice shall include a reconciliation of expenses incurred and paid to date plus an itemized statement of each expense incurred since the prior invoice. Initially, said invoices shall be satisfied by an equal reduction of the net land-value credit due to Fairfield, as reflected on Exhibit B, until the credit is exhausted. Thereafter, said invoices shall be satisfied by a cash payment from Fairfield. Following the completion of the project, actual and estimated costs shall be reconciled and a final settlement, by or to the County, shall be made within thirty (30) days.

SECTION 3. INDEMNIFICATION

Fairfield agrees to hold harmless, indemnify, and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorney's fees and paralegal's fees, for any expense, damage, or liability incurred by any of them, direct or consequential damages, or economic loss, arising directly or indirectly, on account of or in connection with Fairfield's performance of the Agreement or by any person, firm or corporation to whom any portion of the performance of the Agreement is subcontracted to or used by Fairfield, or by any other person for whom Fairfield is legally liable. This section does not include indemnity for wrongful conduct by Board of County Commissioners or its agents and/or representatives or for any breaches by Board of County Commissioners or its agents and/or representatives of the responsibilities as outlined in this contract. In no way is the Sovereign Immunity extended to the County by Chapter 768.28, Florida Statutes waived or altered.

The parties understand and agree that such indemnification by Fairfield relating to any matter that is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitation thereafter. Fairfield's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Fairfield agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, which will be done only if and when requested by the County for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

#1c

SECTION 4. ASSIGNMENT OR TRANSFER

No assignment, transfer, sale, or acquisition (collectively referred to in this section as an "assignment") of this Agreement or any right, responsibility or liability occurring under this Agreement shall be made by the Contractor without the prior, express written consent of the County. Any assignment of this Agreement by the Contractor without the express prior written consent of the County shall be null and void. The Contractor shall retain all liabilities and responsibilities under this Agreement unless an assignment is approved by the County Administrator.

The County Administrator shall approve an assignment of this Agreement if the assignee: (a) demonstrates that it has the experience, personnel, equipment and financial resources to comply with the requirements of this Agreement and any applicable local, state or federal law; and (b) submits a written stipulation to the County confirming that the assignee will comply with the requirements of this Agreement and any applicable local, state and federal law.

SECTION 5. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.

SECTION 6. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 7. PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of the County or Fairfield.

SECTION 8. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that the County waives its common law sovereign immunity under Section 768.28, Florida Statutes, or any other limitation on the County's liability.

SECTION 9. INTERPRETATION OF AGREEMENT

The County and Fairfield acknowledge that they both had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

SECTION 10. THIRD-PARTY BENEFICIARIES

No provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

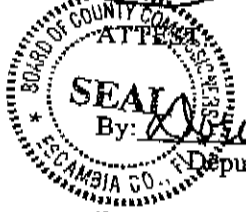
SECTION 11. MERGER CLAUSE

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: [Signature]
Date: 1-24-08



Ernie Lee Magaha
Clerk of the Circuit Court
By: [Signature]
Deputy Clerk

COUNTY:

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

By: [Signature]
D. M. "Mike" Whitehead, Chairman

Date BCC Approved 1-24-2008 Date Executed 1-24-2008

Executed in the Presence of:

[Signature]
Witness as to
[Signature]
Witness as to

FAIRFIELD DRIVE PROPERTIES, LLC
BY: [Signature]
Its: Managing Member

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

On this 24th day of January 2008, Douglas Halford, Managing Member of Fairfield Drive Properties, LLC, personally appeared before me, whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed instrument.

Witness my hand and official seal.

[Signature]
Notary Public Signature
Notary's Printed Name: T. L. Barnhill
Commission Expires: _____

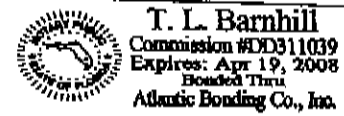


EXHIBIT A

Exhibit A is a very
large map and could
not be copied to send
with this document.
The original is on file
with the Clerk's office

2008-000122 BCC
Jan. 24, 2008 Page 21
EXHIBIT B

Estimated Construction and Engineering Costs \$363,878.16

County's Share \$181,939.08

Fairfield's Share \$181,939.08, less the value of additional land provided for the road right-of-way as described below of \$142,196.40, less \$8,965.00 in engineering fees previously paid by Fairfield, for a net due of approximately \$30,777.68.

Land	Square Ft.	Percentage	Value
Roadway	62,990.00		
Turn Lane	3,380.00		
Total	66,370.00	100.0%	\$314,593.80
Escambia County	18,188.00	27.4%	\$86,198.70
Developer	48,182.00	72.6%	\$228,395.10
Difference			\$142,196.40

The area encompassed by the proposed road is 66,370 sq. ft.

The portion lying with the County property as described in OR Book 5904 at pg 1278 is 18,188 sq. ft -- 0.418 acres + -.

1f

DEC-12-2007 WED 03:24 PM

FAX NO.

P. 02

2008-000122 BCC
Jan. 24, 2008 Page 12

Invoice

jhi jehle-halstead, inc.
CMI Engineering and Surveying

October 25, 2007
Project 050159.0000
Invoice No: 0000003

The Halford Company
Mr. Doug Halford
Broker/Vice President
P.O. Drawer 12684
Pensacola FL 32574

Project 050159.0000 Fairfield Commerce Park
Professional Services from June 18, 2007 to October 10, 2007

Shared portion of Roadway Design

Total Fee this Period	7,735.00		
		Total Earned	7,735.00
		Previous Fee	0.00
		Current Fee	7,735.00
		Total Fee	7,735.00

Total this Invoice \$7,735.00

PROPERTY _____
 DESCRIPTION _____
 CASH ON HAND _____
 APPROVED BY: *[Signature]* DATE: 11/30/07

699
PAID
12-10-07

Invoice Due in 30 Days - Interest at 18% per annum will apply when past due

49 East Chase Street • Pensacola, Florida 32502 • (850) 434-0059 • Fax (850) 434-3929
5414 Highway 90 • Pace, Florida 32671 • (850) 994-9603 • Fax (850) 994-9604
www.jehle-halstead.com

received
12/26/07

CAR 11-3

2008-000122 BCC
Jan. 24, 2008 Page 13

NORTHWEST FLORIDA LAND SURVEYING

P.O. BOX 1911
PENSACOLA, FL 32591
850-432-1052

Invoice

Date	Invoice #
1/16/2007	2007-1270

Bill To
NAI HALFORD DOUG HALFORD 24 N. TARRAGONA PENSACOLA, FL. 32502

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

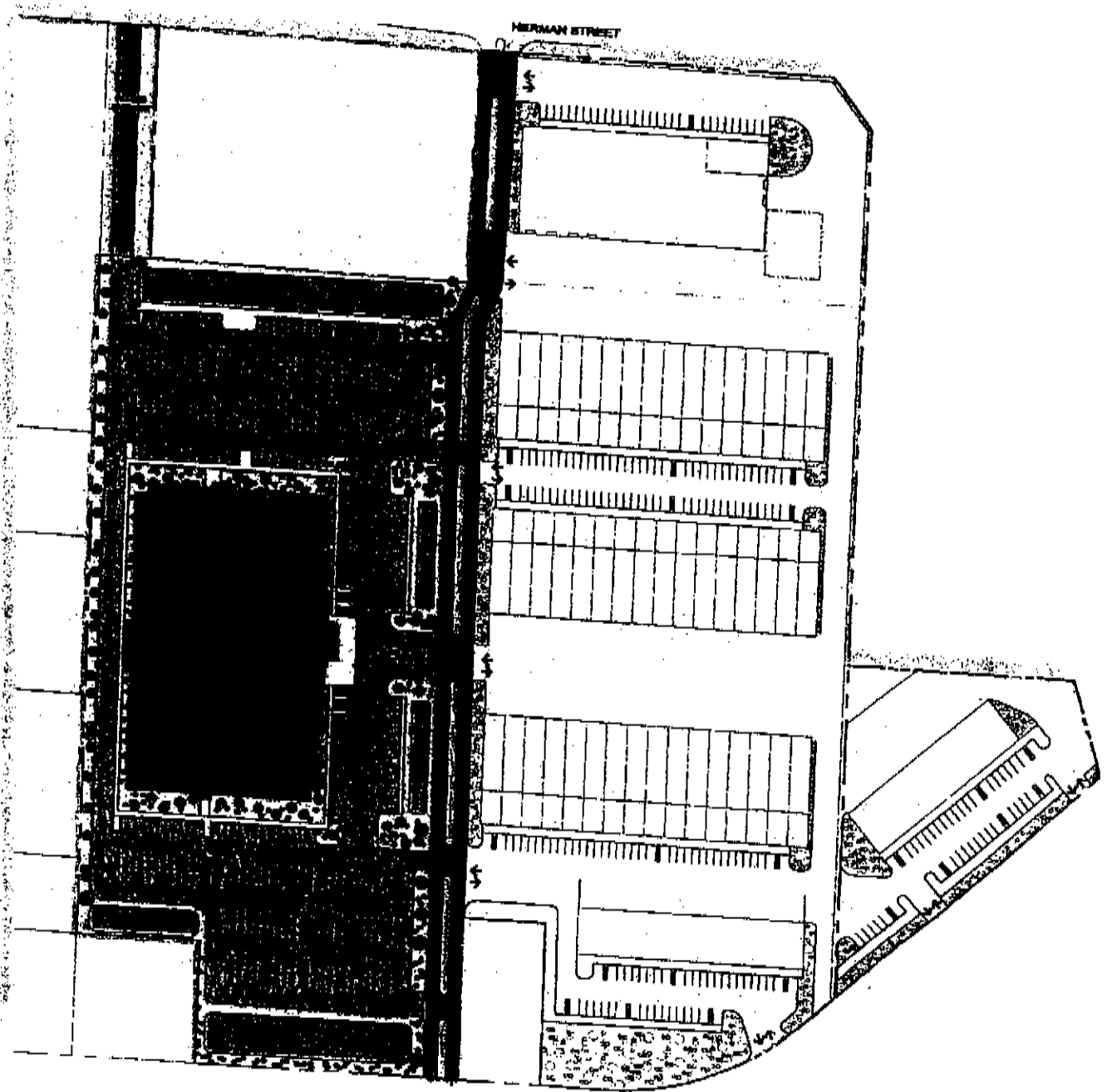
Project	Other
16603 1412 W F...	

Description	Amount
DOT SURVEY FOR ENTRANCES INTO PROPOSED COMMERCIAL SUBDIVISION, FAIRFIELD COMMERCE PARK.	2,460.00
<p>PROPERTY DESCRIPTION: <u>Fair. Dr.</u></p> <p>CAM EXP. OWNER EXP. REMS EXP.</p> <p>APPROV BY: _____ DATE: _____</p> <p>DUE UPON RECEIPT</p>	<p><i>PAID 6-21-07</i></p> <p><i>\$ 665</i></p>

Total	\$2,460.00
Payments/Credits	\$0.00
Balance Due	\$2,460.00

received
4/11/07

2008-000122 BCC
Jan. 24, 2008 Page 14



WEST FAIRFIELD DRIVE - STATE ROAD 280-A
(see entry)

Bid Form Continued

One Stop Permit Center, 1412 West Fairfield Drive, Pensacola, FL

- 1C - Concrete paving in lieu of asphalt paving in areas designated. \$ 183,000
- Alternate #2 - West park Road and associated site work \$ 225,000
- Alternate #3 - Spray Foam insulation in all exterior walls in lieu of fiberglass batts \$ 43,000
- Alternate #4 - Back-up water source for green roof irrigation system \$ 4,000
- Alternate #5 - Audio/Visual equipment, installation and associated work. \$ 81,000
- Alternate #6 - Provide and install generator and automatic transfer switch as indicated in electrical drawings and specifications. \$ ~~247,000~~ 317,000 **JB**

(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

- Addendum No. 1 Date 10/21/08 Addendum No. 3 Date 10/29/08
- Addendum No. 2 Date 10/23/08 Addendum No. 4 Date 11/03/08

(PLEASE TYPE INFORMATION BELOW)

Escambia County Competency Board

- General Contractor, State Certified
- General Contractor, State Registered
- General Contractor

License # 1241

Florida DBPR Contractor's License

- General Contractor, State Certified
- General Contractor, State Registered
- General Contractor

License # CGC014662

Name Under Which License is Recorded

Albert E. New, Jr./A.E.New, Jr., Inc.

Print or Type

I certify that:

- I have examined the plans and specifications
- I hold the necessary license to perform the work indicated in the plans and specifications
- My license is current and meets all of the requirements of the Escambia Competency Board



Original Signature

A. E. New, Jr.

LEED Accredited Professional

Area of Practice Construction

Name Under Which Accredited Professional is listed by Green Building Certification Institute

Benjamin New
Print or Type

I certify that:

- I have examined the plans and specifications
- I hold the necessary certification to perform the work indicated in the plans and specifications
- My accreditation is current and meets all of the requirements of the Green Building Certification Institute



Original Signature



A.E. NEW, JR.
BUILDERS & CONTRACTORS

2424 Executive Plaza

January 31, 2010

Pensacola, FL 32504

Mr. Steve Jemigan
Bay Design Associates Architects
720 Bayfront Pkwy
Pensacola, FL 32502

(850) 472-1001

(888) 319-9256 Wals

Re: One Stop Permit Center
Change Request (Deduct) - West Park Place Roadway Revisions

(850) 472-1004 Fax

Steve,

The following is our proposal to make changes to the Roadway on the Northeast side of the site where West Park Place connects to Herman Avenue per the revised C-2A Drawings attached:

Construction Management

Deduct (Roads, Inc.)

\$8610

Construction Scheduling

Project Management

I have attached Roads, Inc. proposal along with the engineers' directive for your review. Please review and respond ASAP so as not to delay the project. Any delay in processing this change could result in additional costs and time being added to the proposal. I appreciate your time and consideration.

Respectfully,

Damian A. Tracy
Project Manager

Licensed Statewide in

Florida and Alabama

CC: Project File

#4

Escambia County One Stop - Landscaping Cost for Median

Damian Tracy

To: Bill Lawing;

Cc: Damian Tracy;

Bcc:

Attachment:

Bill - FYI, let me know if this will work or if you need more info. - Thanks

Damian A. Tracy

Project Manager

A.E. New Jr., Inc.

2424 Executive Plaza

Pensacola, Florida 32504

(850) 472-1001

(850) 472-1004

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

From: Rene [mailto:rene@executivelandscapingus.net]

Sent: Wednesday, Decmber 22, 2010 7:08 AM

To: 'Damian Tracy'

Subject: RE: Escambia County One Stop - Landscaping Cost for Median

Damian,

Total for center island is \$22,375.00.

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

From: Damian Tracy [mailto:damian@aenewjr.com]

Sent: Tuesday, December 21, 2010 4:13 PM

To: 'Rene'

Cc: 'Damian Tracy'

Subject: RE: Escambia County One Stop - Landscaping Cost for Median

I appreciate your help - Thanks

Damian A. Tracy

Project Manager

A.E. New Jr., Inc.

2424 Executive Plaza

Pensacola, Florida 32504

(850) 472-1001

(850) 472-1004

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

From: Damian Tracy [mailto:damian@aenewjr.com]

Sent: Tuesday, December 21, 2010 1:16 PM

To: 'Rene'

Cc: 'Damian Tracy'; 'Bill Lawing'

Subject: Escambia County One Stop - Landscaping Cost for Median

Rene - Could you provide me a cost breakdown for the Landscaping in the median on this project? Call me with any questions. - Thanks

Damian A. Tracy

Project Manager

A.E. New Jr., Inc.

2424 Executive Plaza

Pensacola, Florida 32504

(850) 472-1001

(850) 472-1004

TOTAL LANDSCAPE \$ 105,700
22,375 = 21%

#5



BAY DESIGN ASSOCIATES ARCHITECTS, P.L.L.C.

720 Bayfront Parkway, Suite 200
Pensacola, FL 32502

ESCAPE ACCOUNTING FL

INVOICE

Date

Invoice No.

1/12/2011

2160-20

P.O. No.

Vendor No.

100650

JAN 14 P 2:41

FILED & RECORDED
ACCOUNTS PAYABLE

Invoice to

Clerk of the Circuit Court
223 Palafox Place
Room 204
Pensacola, FL 32501

Project

One Stop Building

Phase of Work	Total Fee	Prev Invoice	% Complete	Activity Description	Amount Due
Schematic Design	105,000.00	105,000.00	100.00%		0.00
Design Development	140,000.00	140,000.00	100.00%		0.00
Construction Documents	280,000.00	280,000.00	100.00%		0.00
Bidding & Award	35,000.00	35,000.00	100.00%		0.00
Construction Phase	140,000.00	140,000.00	100.00%		0.00
Additional Services	10,000.00	10,000.00	100.00%	Program Update (Lump Sum)	0.00
Additional Services	16,800.00	16,800.00	100.00%	Structured Cabling (Lump Sum)	0.00
Additional Services	10,000.00	10,000.00	100.00%	Security/Access Control/Video (Lump Sum)	0.00
Additional Services	15,000.00	15,000.00	100.00%	Interior Design (Allowance- See attached invoices)	0.00
Additional Services	10,000.00	10,000.00	100.00%	Landscape Design (Allowance - See attached invoice)	0.00
Additional Services	25,000.00		0.00%	Test and Balance (Allowance)	0.00
Additional Services	10,000.00	9,363.50	93.64%	Geotechnical Testing (Allowance)	0.00
Reimbursable Expenses	5,000.00	144.27	28.39%	Printing (Allowance)	1,275.37
Additional Services	63,735.00	63,735.00	100.00%	Change Order No. 1 PO 270570-1	0.00
Additional Services	16,432.00	16,432.00	100.00%	Change Order No. 2 PO 270570-2	0.00
Additional Services	2,200.00	2,200.00	100.00%	Change Order No. 3 PO 270570-3	0.00
Additional Services	7,308.00	7,308.00	100.00%	Change Order NO. 4 PO 280573-1	0.00
Additional Services	10,500.00	2,000.00	19.05%	Change Order No. 5 PO 280573-2	0.00
Additional Services	9,580.00	9,580.00	100.00%	Change Order No. 3 PO 280573-3	0.00
Additional Services	98,000.00	98,000.00	100.00%	Change Order No. 4 PO 280573-4	0.00
Additional Services	13,000.00	13,000.00	100.00%	Change Order No. 7 PO280573-7	0.00
Additional Services	30,000.00	30,000.00	100.00%	Change Order PO 10650-1 (06-08-10) New Purchase Order No. 100650 dated 10/28/09 to replace previous PO's	0.00

21% of Fee is \$2,100

Balance Due \$1,275.37

#6

jhi jehle-halstead, inc.
Civil Engineering and Surveying

December 10, 2009
020104
HAND DELIVER

Mr. Bill Lawing
Escambia Co. Facilities Mgmt.
100 Blount Street
Pensacola, FL 32502

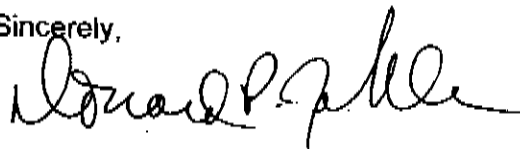
RE: One Stop Center

Dear Bill:

We propose a fee of \$2,675.00 to modify the construction plans for the One-Stop Facility to reflect the changes to the roadway alignment at Herman Street. We will have these modified plans ready for your review by December 22, 2009.

Please call if you have any questions.

Sincerely,



Donald P. Jehle, P.E.
President

DPJ/mm
Enclosures

cc: Mr. Steve Jernigan

F:\1projects\2002\020104\CORRESPONDENCE\BLawing(12-10-09).wpd

FAC. WANGY.
10 DEC '09 PM 4:16

#7



**BAY DESIGN
ASSOCIATES
ARCHITECTS**

720 BAYFRONT PARKWAY, SUITE 200 ■ PENSACOLA, FLORIDA 32501 ■ 850 432 0706 FAX: 850 433 0508

March 1, 2007

Bill Lawing, Architect
Facilities Mgt. Department
Escambia County

Via email

Bill:

Per our conversations, please consider the following proposed scope/fee increases on the One-Stop project:

Original Basic Services Fee - \$700,000 (based on 7% of \$10,000,000 building only)
Original Additional Services Fee (w/ civil engineering) - \$101,000

Proposed increase in scope for Green Roof: \$800,000 – fee of 7% = \$56,000 additional
Proposed increase in civil scope (common roadway – ½ of total fee) = \$7,735
Total additional fee requested = \$63,735
TOTAL Fee is 15,470

This does not include the additional fees incurred for structural engineering change from pre-engineered system to conventional steel frame, nor any off-site drainage design. The additional structural engineering costs are over \$50,000.

See original fee negotiation notes with 7% basic services fee accepted, based on pre-engineered system. Please call if you have any questions.

Sincerely,

Steve Jernigan, AIA, LEED AP

Copy: 2160 File - Fees

WALTER J. SMITH
ARCHITECT AR9726

STEVE JERNIGAN
ARCHITECT AR9953

GEORGE D. WILLIAMS
ARCHITECT AR9434

#8

jhi jehle-halstead, inc.
Civil Engineering and Surveying

July 30, 2007
020104
HAND DELIVER

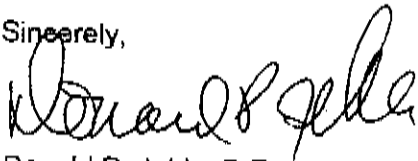
Mr. Steve Jernigan
Bay Design
720 Bayfront Parkway, Suite 200
Pensacola, FL 32502

RE: One Stop Center

Dear Steve:

Enclosed is a proposal from PSI for the geotechnical work being required by the FDOT. The total fee shall be \$2,200.00 to include our fees for coordinating and submitting this work.

Sincerely,



Donald P. Jehle, P.E.
President

DPJ/mm
Enclosures

F:\OFFICE\PROJECT\CORRES\2002\020104\J.Jernigan(7-30-07).wpd

NAI Halford

Commercial Real Estate Services, Worldwide.

(850) 433-0577
Fax: (850) 433-5042

www.naihalford.com

24 N Tarragona St
Pensacola, FL 32501

June 21, 2011

William E. Lawing
100 E. Blount Street
Pensacola, FL 32501

RE: One Stop Building- Final Agreement


Dear Bill,

Thank you for sending the final reconciliation agreement for the construction costs between the County and Fairfield Drive Properties, LLC. After reviewing the actual construction costs documentation, Fairfield Drive Properties, LLC is in agreement with the final reconciliation statement.

The One Stop Building looks wonderful. Congratulations on doing such a fine job in the construction of it.

If I may ever be of service, please do not hesitate to call.

Sincerely,



Doug Halford
Managing Member
Fairfield Drive Properties, LLC

FAC. MANGT.

22 JUN '11 AM 10:17

Fairfield Drive Properties, LLC Agreement

INVOICE

June 22, 2011

Estimated Costs Per Agreement Dated Jan 24, 2008

\$ 363,878.16 Estimated Construction & AE Fees

#1 \$ 181,939.08 Fairfield Share = 1/2
\$ (142,196.40) Credit for Value of Land
\$ (7,735.00) Less Engineering Fees Paid - Jehle
\$ (1,230.00) Less Engineering Fees Paid - Northwest FL Surveying \$ 8,965.00
\$ 30,777.68 Estimated Due to The County from Fairfield Drive Properties, LLC

Actual Costs

#2 \$ 225,000.00 West Park Road and Associated site work - AE New
#3 \$ (8,610.00) Credit for Redesign - AE New
#4 \$ 22,375.00 Center Island Landscaping on West Park Road
#5 \$ 2,100.00 Landscape AE Fee - 21%
#6 \$ 2,675.00 Re-design of Roadway - Herman St Area
#7 \$ 15,470.00 CO #1 to Bay - Increase for Civil Scope - (\$7735.00 1/2 Cost County Share)
#8 \$ 2,200.00 CO #3 to Bay - Turn Lane FDOT GEO Work
\$ 261,210.00 Total Construction
/2 1/2 Cost
\$ 130,605.00 Fairfield Share
\$ (142,196.40) Credit for Value of Land - Per Agreement - See #1
\$ (7,735.00) Less Engineering Fees Paid - Jehle - See #1
\$ (1,230.00) Less Engineering Fees Paid - Northwest FL Surveying - See #1 \$ 8,965.00
\$ (20,556.40) Actual Due to Fairfield Drive Properties, LLC from The County

Total Amount Due: \$20,556.40



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1016

County Administrator's Report Item #: 14. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Residential Rehab Grant Funding and Lien Agreements for 1125 Medford Drive

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 1125 Medford Drive - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following July 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 1125 Medford Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Juanita Williams, owner of residential property located at 1125 Medford Drive, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$375, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for the replacement of the roof; and

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

BACKGROUND:

On July 21, 2011, a CRA meeting was convened to consider approval of the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Juanita Williams. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Palafox TIF, Fund 151, Cost Center 220517, and Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA monitors the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

1125 Medford Dr Grant Agreement_Photo

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21st day of July 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Juanita Williams, (the "Recipient"), owner of property located at 1125 Medford Drive, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of \$375, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in EXHIBIT I, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$375, which shall be comprised of a cash contribution of \$375.
4. **Project:** The Project funded by the grant is defined in EXHIBIT I. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 21st day of July 2011, and the Project shall be complete on or before the 21st day of October 2011 (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner, CRA
Community & Environment Department
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

Juanita Williams
1125 Medford Drive
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
Kevin W. White, Chairman

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

BCC Approved: _____

By: _____
Deputy Clerk
(SEAL)

This document approved as to form and legal sufficiency.

By *Justin Huff*
Title HCH Date 6/5/11

For Recipient: Title _____ Date _____
Juanita Williams
Juanita Williams, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of June, 2011 by **Juanita Williams**, Property Owner. She () is personally known to me or () has produced FLIC W452 - 820.0 as identification.



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Juanita Williams
Property Address: 1125 Medford Drive, Pensacola, FL 32505

The "Project" includes the following improvement to the above referenced property:

Replacement of the roof.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Juanita Williams

Address of Property
1125 Medford Drive
Pensacola, FL 32505

Property Reference No.
46-1S-30-1100-008-005

Total Amount of Lien

\$375

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

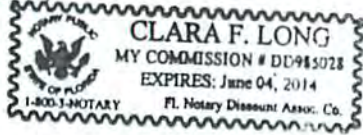
For Recipient:

Juanita Williams
Juanita Williams, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of June, 2011 by Juanita Williams, Property Owner. She () is personally known to me or () has produced FL Lic W452, p. 880.0 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Kevin W. White, Chairman

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

BCC Approved: _____

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner, CRA
Community & Environment Department
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.
By: Dustin Deal
Title: MCA
Date: 6/8/11



Roof replacement – 1125 Medford Drive



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-998

County Administrator's Report Item #: 14. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Approval of Neighborhood Stabilization Program 3 Subrecipient Agreement with Area Housing Commission (AHC)

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Neighborhood Stabilization Program 3 Subrecipient Agreement with Area Housing Commission (AHC) - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Neighborhood Stabilization Program 3 (NSP3) Subrecipient Agreement with the Area Housing Commission (AHC):

A. Approve a Subrecipient Agreement with the AHC, committing \$380,000 in NSP3 funds to finance the complete rehabilitation of five existing vacant, blighted duplexes (10 units) owned by AHC, including affiliated common and parking areas, in order to preserve the buildings for long term use in meeting affordable rental housing needs; and

B. Authorize the Chairman to execute the Subrecipient Agreement and all related documents required to implement the Agreement and to fully complete all provisions thereof.

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

BACKGROUND:

On October 19, 2010, HUD released requirements for allocating a new round of Neighborhood Stabilization Program (NSP) funds, now commonly known as NSP3. Escambia County filed an application and officially accepted the award of \$1,210,487 in NSP3 funds on 5/19/2011 (see Exhibit I for Board resume). NSP3 largely tracks amended requirements of the original Neighborhood Stabilization Program (now known as NSP1), which were approved by Congress for targeted acquisition, rehabilitation or redevelopment of foreclosed, vacant or abandoned properties to enhance neighborhood stabilization.

NSP3 regulations require that 25% of the total funding benefit persons or families with income below 50% of the area median income. The NSP3 application, as approved by the Board, incorporated a rental housing rehabilitation/ redevelopment project targeting the preservation of five existing, deteriorated duplexes (a total of 10 units) that are owned by the Area Housing Commission (see Exhibit II for NSP3 Application excerpt regarding the project). The units will be completely rehabilitated to comply with current codes. Upon completion, the units must be utilized by AHC to provide permanent rental housing for persons/families with

incomes below 50% of the area median income, including those with special needs, for a minimum fifteen (15) year affordability period. The units will be operated and managed by AHC as required by the Agreement and the deed restriction that will be placed on the property with respect to long term rental and occupancy restrictions. Monthly rents cannot exceed the applicable limits promulgated by HUD on an annual basis. The five duplexes are located in the Morris Court complex (see Exhibit III for location map).

BUDGETARY IMPACT:

NSP3 funding of \$380,000 is currently available in the County's FY 2011 budget in Fund 129/NSP3 Cost Center 220507. Depending on the results of the ongoing bid solicitation, it is possible that this budget allocation may have to be adjusted upward to cover required construction costs. Should this become necessary, the Agreement approved herein will be formally amended to reflect the actual funding required. However, the aggregate budget for the project will not exceed \$480,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement (see Exhibit IV) has been reviewed and approved by Kristin Hual, Assistant County Attorney. The Agreement has also been reviewed and approved by AHC.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Agreement must be approved by the Board and fully executed by the parties in order for the project to move forward.

IMPLEMENTATION/COORDINATION:

The County's involvement with the project will be generally managed by Neighborhood Enterprise Foundation, Inc. (NEFI) in conjunction with AHC. Long term monitoring requirements associated with the NSP3 investment will be managed by NEFI. All parties are aware of this recommendation and the schedule for consideration by the Board. All project related payments from NSP3 funds will be processed by the County through the Finance Division.

Attachments

Exhibit I

Exhibit II

Exhibit III

Exhibit IV

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-30. Approval of Various Consent Agenda Items – Continued

19. Approving, and authorizing the County Administrator to execute, the following Change Order, which will increase the Purchase Order amount to cover firefighter physicals (Funding: Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 53101):

Department:	Public	Safety
Division:	Fire	Services
Type:	Addition	
Amount:	\$5,000	
Vendor:	Sacred	Heart Medical Group
Project Name:	N/A	
Contract:	N/A	
Purchase Order Number:	110690	
Original Award Amount:		\$45,000
Cumulative Amount of Change Orders through Number 2:		<u>\$ 9,000</u>
New Purchase Order Amount:		\$54,000

20. Taking the following action concerning the Award of Neighborhood Stabilization Program 3 Funds (Funding: Fund 129/2010, CDBG, Cost Center to be assigned):
- Acknowledging, for the Official Record, U.S. Department of Housing and Urban Development (HUD) approval of the Neighborhood Stabilization Program 3 (NSP3) Substantial Amendment to the 2010 Escambia County Annual Plan, and accepting the award of HUD NSP3 funds, in the amount of \$1,210,487, as provided through Grant #B-11-UN-12-0005;
 - Ratifying the County Administrator's execution of the NSP3 Funding Agreement, as required by HUD (*the Funding Agreement was executed by the Chairman*); and
 - Authorizing the Chairman, Vice Chairman, or County Administrator, as appropriate, to execute all Grant-related documents as required to receive and implement all aspects of the NSP3.

ESCAMBIA COUNTY, FLORIDA

NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
SUBSTANTIAL AMENDMENT
AND ACTION PLAN

FINAL AS APPROVED BY
ESCAMBIA COUNTY ON
FEBRUARY 3, 2011

Activity Number 3	
Activity Name	Escambia Activity 3 – Housing Redevelopment Rehabilitate and/or Redevelop Residential Properties for Permanent Housing for Special Needs Populations including the homeless); or for long-- term Rental Occupancy
Use	Select all that apply: <input type="checkbox"/> Eligible Use A: Financing Mechanisms <input type="checkbox"/> Eligible Use B: Acquisition and Rehabilitation <input type="checkbox"/> Eligible Use C: Land Banking <input type="checkbox"/> Eligible Use D: Demolition <input checked="" type="checkbox"/> Eligible Use E: Redevelopment
CDBG Activity or Activities	24 CFR 570.201(a) Acquisition, (b) Disposition, (c) Public Facilities/ improvement (that directly support NSP assisted housing), (e) Public Services (limited to housing counseling for NSP eligible beneficiaries), (j) Relocation (as applicable), Eligible Rehabilitation and Preservation activities for demolished or vacant properties per 24 CFR part 570.202, and New Construction of Housing as authorized by NSP. Homebuyer Counseling may be provided as a service delivery cost.
National Objective	Low-Income Housing to Meet 25% Set-Aside (LH25) LMMH Direct Housing Benefit or LMMC Limited Clientele Benefit
Activity Description	<p>(a) Local Housing Market Conditions Addressed by Activity 3: This activity targets the effective reuse of existing vacant multifamily (duplex) housing units owned by the Area Housing Commission (local PHA) for purposes of addressing the need for rental units for low and very low income families, including special needs and/or the homeless in the community. In partnership with the local PHA and other local non-profit agency(ies) these vacant, blighted units will be redeveloped and made available as permanent housing units/beds for special needs and homeless persons in the local community. Such housing units/beds will be leased to a local non-profit agency that serves the targeted limited clientele populations described in the CDBG Regulations at 24, CR Part 570.208(a)(2), including, but not limited to the following populations: homeless/formerly homeless or chronically homeless. This Activity will directly support the Escambia Consortium Continuum of Care (CoC) Plan. The EscaRosa Coalition on the Homeless assisted the County in prioritizing the use of NSP3 funds for this purpose.</p> <p>(b) Overview of NSP Activity 3: NSP funds will be used to create:</p> <p>(i) Financing Terms: Direct Grants or extremely flexible subordinate loans (typically at 0% interest) will be the provided for this Activity. Long term affordability will be secured by deed restriction on the property.</p> <p>(ii) Affordability Period (duration): The NSP assisted units made available through this Activity shall be deed restricted for use in meeting the needs of targeted special needs populations for a minimum of 15 years from the date of the deed restriction. The only exception to this rule will be that the Area Housing Commission will have the option to convert the units to affordable rental use in the event they cease to be needed for homeless/special needs housing at some future date. Should this occur, for the duration of the affordability period, Rental Assistance</p>

	<p>requirements at 24 CFR Part 92.252(a)(e), shall be applicable to the long term rental and occupancy of the units. Election of this option shall be subject to the mutual approval of the EscaRosa Coalition on the Homeless, Inc.; Escambia County; and the Area Housing Commission.</p> <p>(c) Tenure of Beneficiaries: Rental (Permanent) Housing for homeless/ formerly homeless/special needs. This activity will be limited to persons or families with incomes below 50% of area median income for the duration of the affordability period.</p> <p>(d) NSP Project Area Hiring or Contracting Opportunities:</p> <p>Escambia County and its partner agencies will, to the maximum extent possible, encourage NSP3 related contractors or developers to hire employees who reside in the vicinity of NSP3 project areas and/or to contract with small businesses that are owned and operated by persons residing in the vicinity of the NSP3 project areas. The County will accomplish this by incorporating these stipulations into project related development contracts and bid/construction solicitation documents. Further, contractors and developers will be required to document efforts to secure new hires from the NSP project areas and/or to locate and utilize subcontractors or suppliers that are owned or operated by persons residing in the NSP3 project areas.</p> <p>(e) Rental Housing Preference Procedures:</p> <p>Activity 3 will utilize the NSP3 25% set-aside solely to support redevelopment of rental units specifically targeting families at or below 50% of area median, with priority for special needs and homeless occupancy. This action formally commits in excess of 30% of the available NSP3 funds for rental occupancy.</p>	
Location Description	Escambia NSP Target Area: Englewood/Brownsville	
Budget	Source of Funding	Dollar Amount
	NSP3	\$380,000.00
	Area Housing Commission will provide in-kind support/services	In-Kind by Area Housing Commission
	(Other funding source)	\$
Total Budget for Activity	\$380,000.00	
Performance Measures	Produce a minimum of 8 units reserved for special needs/homeless	
Projected Start Date	April 15, 2011 (or within 45 days of the effective date of the Grant agreement between Escambia County and HUD)	
Projected End Date	October 31, 2012 (or within 18 months of the effective date of the Grant agreement between Escambia County and HUD)	
Responsible Organization	Name	Escambia County/Neighborhood Enterprise Foundation, Inc.
	Location	P. O. Box 18178, Pensacola, FL 32523
	Administrator Contact Info	Randy Wilkerson, 850-458-0466

ATTACHMENT 2

NSP3 Project and Administrative Budget Detail

NSP 3 BUDGET

NEIGHBORHOOD STABILIZATION PROGRAM
PLANNED USE OF FUNDS

Funding:	\$1,210,487.00	75% @ 120% =	\$907,865.25	
		25% @ 50% =	\$302,621.75	BUDGET
1. Purchase/rehabilitation of foreclosed or abandoned housing & market for re-sale or rental for 120% allocation				\$539,439.00
<ul style="list-style-type: none"> > Focus on foreclosed properties that can be acquired for at least 1% below appraised value > Funds will establish a revolving purchase/rehab pool that will revolve for the NSP grant period > Implement via NEFI with optional partnering with non-profit agencies > Sell properties at cost basis to families < 120% of median > Provide soft second/third mortgage to eligible borrowers @ maximum of \$50,000 for purchase only > Recoup residual NSP funds at closing and revolve for additional unit completions > Option: Leave investment in the unit for subsequent sales for long term affordability (Re-sale must be to a buyer within the same income category) > Option: Convert units to affordable rental when they cannot be sold after a reasonable period of time 				
	Estimated units:	11	Average NSP/Unit:	\$49,039.91
2. Redevelop blighted, demolished or vacant properties to provide permanent housing for low income persons				\$170,000.00
	Estimated units:	2	Average NSP/Unit:	\$85,000.00
3. Redevelop blighted, demolished or vacant properties through cost sharing partnerships with non-profit agencies to produce permanent housing for low income persons with special needs, including the homeless				\$380,000.00
<ul style="list-style-type: none"> > Purchase and/or rehab blighted, vacant or demolished properties to provide long-term, affordable permanent rental housing for persons/families with special needs, including the homeless > Make properties available at deeply discounted (or possibly no cost) to non-profit agencies serving special needs populations, including the homeless > Participating agencies shall be required to provide or secure provision of supportive services for special needs tenants > Deed restrict property use for minimum of 15 years, unless converted to standard rental units for persons/families with incomes below 50% of area median income (prior County approval required) 				
	Estimated units:	8	Average NSP/Unit:	\$47,500.00
4. Administration (maximum of 10% - detail attached)				\$121,048.00
Subtotal				\$1,210,487.00

NSP3 Targeted Duplexes



Map Grid

All Roads



Major Roads

—County Road

—InterState

—State Road

—US Highway



Property Line



PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

SUBRECIPIENT AGREEMENT
Area Housing Commission
Escambia County Neighborhood Stabilization Program 3 (NSP3)

THIS AGREEMENT is made and entered into this 21st day of July, 2011, by and between the **COUNTY OF ESCAMBIA**, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, a political subdivision of the State of Florida, hereinafter referred to as the "**County**"; and **AREA HOUSING COMMISSION**, with administrative offices located at 1920 West Garden Street, Pensacola, Florida 32502, a public body corporate and politic and a Public Housing Agency designated by the U. S. Department of Housing and Urban Development (HUD) or its assigns, hereinafter referred to as "**AHC**," and for the sole purpose of financing, redeveloping, operating and managing residential rental properties for the benefit of low income persons or families, including special needs, homeless or formerly homeless persons or families in accordance with provisions of the Neighborhood Stabilization Program, specifically Neighborhood Stabilization Program 3, hereinafter referred to as "NSP3."

W I T N E S S E T H

WHEREAS, the County has elected to participate in the NSP3 Program to target negative impacts of the national home foreclosure crisis upon local neighborhoods for the benefit of the citizens of Escambia County and the City of Pensacola ("City"), and,

WHEREAS, said NSP3 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 NSP3 Program; and,

WHEREAS, the non-profit AHC has exhibited the managerial and technical ability to develop, manage and administer subsidized and market rate rental housing within the local area; and,

WHEREAS, the County hereby elects to partner with the AHC for purposes of implementing the NSP3 Activity identified as *Eligible Use E - Housing Redevelopment (Rehabilitate and/or Redevelop Residential Properties for Permanent Housing for Special Needs)*, hereinafter referred to as "Project," in accordance with governing regulations and requirements stipulated herein, and to enter into an Agreement with the AHC for this purpose; and,

WHEREAS, it is in the best interest of the County to enter an agreement with the AHC for the specific purpose of supporting implementation of said Project within Escambia County.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I
Supervision

1. The AHC agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), an operating branch of the Escambia County Community and Environment Department, as designated agent for County.

1.1 Initial contract managers responsible for coordination and administration of this Agreement and attending regular meetings with the AHC, are hereby designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P. O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466
FAX: (850) 458-0464
E-Mail: Randy_Wilkerson@co.escambia.fl.us

Contract Coordinator for AHC: Abe Singh, Executive Director
Area Housing Commission
1920 West Garden Street
Pensacola, Florida 32502
Phone: (850) 438-8561
Fax: (850) 438-1743
E-Mail: Execdir@areahousing.org

Contact for Coordination with City of Pensacola: Pat Hubbard, Director (*or designee*)
Pensacola Department of Housing
420 West Chase Street
Pensacola, Florida 32502
Phone: (850) 858-0350
Fax: (850) 595-0113
E-Mail: PHubbard@co.pensacola.fl.us

ARTICLE II

Scope of Services

2. The AHC agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 The AHC shall continually cooperate with County, its Contract Manager, the City of Pensacola, HUD, and other external parties as required throughout the planning, design, financing, bidding, rehabilitation/construction, occupancy and operational phases of the Project, specifically involving the rehabilitation of five existing vacant, blighted duplexes currently owned by the AHC. Said units shall be redeveloped to provide permanent rental housing for residential occupancy by individuals or families meeting the Low Income stipulations cited in **EXHIBIT I** and defined in Title III of Division B of the Housing and Economic Recovery Act of 2008” (Public Law 110-289), hereinafter “HERA,” as may be amended, incorporated herein by reference and acknowledged by AHC as provided in **EXHIBIT IX** of this Agreement. The AHC, in consultation with the County and cognizant City of Pensacola permitting agencies, shall properly secure and/or ensure that all plans, approvals, financing agreements, permits, insurances, certifications, contracts, and official actions required to successfully complete the Project are legally secured by any and all parties directly or indirectly participating in the planning, design, development, rehabilitation/construction, and/or occupancy of the Project (rental units). All Project plans, site improvements and facility construction or renovation work shall be properly permitted by all appropriate authorities prior to initiation of any improvements on the Project site. Prior to soliciting

bids or quotes for Project related rehabilitation work financed with NSP3 funds, construction plans and bid specifications shall be submitted for review and approval of the County through its Office of Purchasing. The AHC and its professional consultants shall work closely with the County to ensure that a well advertised, open bid solicitation process is used for the selection of qualified vendors and contractors to perform Project related work. Upon receipt of all necessary approvals and selection of Project contractor(s), the AHC, County, and City, through their respective professional staff and/or consultants, shall perform construction oversight, inspection and approval functions so as to ensure proper completion of the Project. The location of the Project site and AHC ownership is described in **EXHIBIT II** of this Agreement. County and AHC agree that the property on which the Project will be undertaken is owned (fee simple) by AHC as of the date of execution of this Agreement.

ARTICLE III **Funding**

3. The County agrees to provide NSP3 funding in the maximum aggregate amount of **\$380,000.00** for the purposes of directly paying or reimbursing all costs required to redevelop the five existing vacant duplexes, and accompanying common areas, through extensive rehabilitation as necessary to preserve the units for use as permanent residential housing as described herein. All of these actions shall be accomplished in accordance with the NSP3 requirements stipulated in **EXHIBIT I and EXHIBIT IX** of this Agreement. Such funds are payable solely from available NSP3 funds, subject to possible reduction under Article VI hereof and shall be solely available to the non-profit AHC under the terms of this Agreement. AHC shall be responsible for funding or financing any amounts required above funding provided by the County through this Agreement.

3.1 The County agrees to receive, account for and disburse NSP3 funds from budgets and accounts, as legally established by the County, for the mutual benefit of the AHC and the NSP3 eligible Low Income persons or families to the extent that such benefits conform to the requirements of the HERA.

3.2 The County shall make periodic disbursements from the sum authorized in paragraph 3. above over the period of this contract to the AHC, or on behalf of the AHC, for NSP3 activities and services authorized under the terms and conditions set forth in **EXHIBIT I** of this Agreement, subject to submission of any and all documentation required by NEFI or County with respect to redevelopment and long term use of the residential property(ies) as permanent residential rental housing; determination as to the eligibility of individuals or families occupying the housing; legally filing deed restrictions limiting the use of the property to NSP3 eligible uses in return for NSP3 subordinate financing provided to AHC; compliance with long term affordability requirements with respect to rental occupancy; and any other relevant documentation requested by the contract manager or liaison.

3.3 The method of payment shall be according to the Payments and Procedures, as described in **EXHIBIT I** of this Agreement.

3.4 This Agreement is contingent upon the County's completion and HUD's approval of a 24 CFR Part 58 compliant environmental review record, issuance of environmental clearance finding(s) by the County, and receipt of a written release from HUD authorizing the County to expend the NSP3 Grant funds. This process was completed by the County and approved by HUD with an effective NSP3 funds release date of May 14, 2011.

ARTICLE IV

Reporting

4. The AHC shall cooperate with the County in preparation of NSP3 Quarterly Reports with respect to the Project. Additionally, the AHC shall be responsible for filing and continually updating the Tenant (Resident) Occupancy Report, as described in **EXHIBITS I, IV and V**. All required reports shall be provided to the County (via NEFI) as described in **EXHIBIT IV** of this Agreement.

4.1 The AHC shall use the Report Forms that have been approved by the County as described in **EXHIBIT IV** of this Agreement, unless an alternate form is approved by the County/NEFI.

4.2 The reports shall be due in January, April, July and October, and this obligation shall survive termination of this Agreement and continue until all information concerning the project has been received by the County (via NEFI).

4.3 The reports are due on the 10th day of the first month of each subsequent quarter, unless an alternative schedule is agreed upon by both parties. The Quarterly Report shall include all Project activities undertaken during the previous quarter.

4.4 The AHC shall provide the County with additional information as may be required by state or federal agencies to substantiate Project activities, property eligibility, tenant/resident eligibility, expenditure eligibility and long term affordability requirements.

ARTICLE V

Indemnification and Insurance Requirements

5.0 AHC is an independent contractor and shall not represent in any matter that AHC is an employee of the County in performing any of the aforementioned activities or services. This Agreement is not intended to create an employer-employee, partnership or joint venture relationship between County, and AHC or their respective directors, officers, employees, or agents. The County shall not exercise control or direction over the manner by which AHC, its employees or representatives provide for activities or services pursuant to this Agreement, except as otherwise outlined in this Agreement as to compliance with applicable federal, state and local law and regulations, or with regard to quality, manner and content of work provided by AHC pursuant to applicable laws and regulations.

5.1 AHC shall indemnify, defend, and hold the County, its officers and employees, harmless from all claims, suits, judgments, damages, or costs arising from its performance or failure to perform the activities or services, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of AHC and persons employed or utilized by AHC as contemplated by this Agreement. The term "County" as used in this section of the Agreement shall mean Escambia County respectively, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents. AHC's obligation hereunder shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

5.2 As owner of the Project property and improvements, AHC shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts in managing and implementing the activities described herein with combined single limits of **\$1,000,000**, per occurrence/aggregate including coverage for bodily injury, broad form property damage, personal injury and death, contractual liability, independent contractors, premise/operations, products and completed operations, and fire legal liability. AHC shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The County and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits per occurrence of **\$300,000**, including bodily injury, property damage, and death, arising out of ownership or use of any vehicles, including all owned, hired and non-owned vehicles and employee non-ownership use by the AHC.

c. Workers' compensation and employer's liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

All of the above policies shall be with carriers admitted to do business in the State of Florida. AHC shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591
Pensacola, Florida 32591

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as an additional insured and the certificate shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, AHC shall furnish copies of its insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form, which shows policies with Insurers with a secure rating from the most recent edition of A.M. Best Financial Strength Rating Guide. The County shall deem being named as an additional insured as sufficient proof of intent to be notified of any cancellation, adverse change or restriction, and no further endorsement or requirement shall be required of the insurance carrier. AHC shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, AHC shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

5.3 Builders Risk Insurance Coverage. AHC or the County shall require all civil, utility, commercial, general and/or residential building contractors completing work on the development site to be properly insured for General Liability, Workmen's Compensation and Builder's Risk in minimum limits necessary to secure permits and approvals as required to complete the level of work by the respective contractor. Insurance certificates shall be provided by each contractor prior to initiating any work on the development site.

5.4 AHC required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above AHC's coverage. AHC's policies of coverage will be considered primary as related to all provisions of the agreement.

5.5 Loss Control. AHC and the County shall retain control over their respective employees, agents, servants, contractors and subcontractors, as well as control over their invitees, and their activities on and about the subject premises and the manner in which such activities shall be undertaken, and to that end, AHC shall not be deemed to be an agent of the County. Precaution shall be exercised at all times by the parties for the protection of all persons, including employees, and property. The parties shall make special effort to detect hazards and shall take prompt action where loss control or safety measures should reasonably be expected.

5.6 The parties and any of their associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Each party agrees to indemnify and hold harmless the County, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the indemnifying party, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the work described in this Agreement. Further, each party assumes all legal and financial liability and the direct responsibility for assuring full and complete employee training and protection of the public through the proper testing, management, handling, demolition removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered or used by such party in the completion of the work in any way related to this Agreement.

5.7 Pay on Behalf of the Parties. Each party agrees to pay on behalf of the other party, as well as provide a legal defense for such party, both of which will be done only if and when requested by such party, for all indemnified claims as described in this Agreement, provided the indemnifying party will not be liable for any claim settled without its consent. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be a party's exclusive remedy.

ARTICLE VI

Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **21st day of July, 2011**, and for NSP property acquisition and redevelopment purposes, **shall terminate on September 30, 2012**, unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation. The County Administrator shall have the authority to automatically renew this agreement for a maximum of one twelve month period beginning October 1, 2012, unless: (1) any of the parties to the agreement provide written notice of their election not to participate at least fifteen days prior to the stated termination date, or (2) AHC fails to complete the stated NSP3 Program activities in accordance with performance and regulatory compliance standards cited herein.

6.1 NSP3 long-term affordability and resident occupancy requirements shall extend beyond the term of this development agreement. Said requirements generally include: maximum

monthly rent limits for tenants occupying the rental units; NSP3 unit occupancy limitations and set-aside requirements; and all related NSP3 reporting and compliance requirements with respect to the Project, as further defined in **EXHIBIT I** of this Agreement. AHC's commitment to comply with said requirements shall commence on the 21st day of July, 2011, and shall terminate **fifteen (15) years** from the date of AHC's execution of the NSP Land Use Restriction Agreement (Deed Restriction) pertaining to this Project.

6.2 Provided, that if the contract managers agree that AHC has failed to satisfactorily perform its duties as set forth herein, or in the event that NSP3 Program funds fail to be or cease to be provided to the County, then the County may terminate this contract immediately without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.3 Due to the time limitation for obligation of NSP3 funds, the AHC shall be subject to a performance review by the County/NEFI, at six (6) and nine (9) month intervals based upon the effective date of this Agreement. The six (6) month review will be advisory and may be accomplished by a meeting between the AHC and NEFI, as further detailed in Section 6.3 below. The nine (9) month review shall consist of a formal monitoring of the AHC's compliance with NSP3 requirements and its performance under the terms of this Agreement, as further detailed in Section 6.4 below. A formal twelve (12) month review shall be performed if the AHC has failed to accomplish the original performance level or the revised performance level established at the nine (9) month review. The twelve month review shall be optional for agencies that are in conformity with their original or revised performance goals. Failure of the AHC to satisfactorily address the written review comments within ten (10) days of the date of issuance by NEFI or the County shall be grounds for the County to suspend payments and provide notice of impending termination to the AHC.

6.4 The six (6) month review will be advisory in nature and designed to assist the AHC in identifying impediments to effective implementation of the Project. Said review shall minimally consist of a scheduled meeting (or meetings) with the AHC and responsible staff regarding the NSP3 project and related accomplishments, impediments, issues or concerns on behalf of the AHC, County or NEFI. A written report will be issued only if problems, recommendations or concerns are identified in the review.

6.5 At the nine (9) month interval, a formal written performance report shall be provided by the County/NEFI to the AHC. The nine (9) month review shall examine the AHC's level of accomplishment with respect to the Project activities and objectives stated in **EXHIBIT I** of this Agreement, as well as compliance with NSP3 regulatory requirements in carrying out said activities. The report shall indicate the level of NSP3 Program compliance attained by the AHC, any performance or procedural deficiencies, fund obligation/commitment issues or financial concerns, any program or fiscal irregularities and any Project related recommendations or requirements. If, at the nine (9) month interval, at least 40% of the NSP3 funds for rehabilitation of the units described in **EXHIBIT II** of this Agreement have not been expended, AHC shall be determined to be performing at an inadequate level and shall be subject to a reduction in available funding. The only exception to this required adjustment shall be in the event the AHC can clearly document, in writing, the reasons for failure to attain this level of performance. Responsibility for documentation shall rest with the AHC.

6.6 The twelve (12) month review shall examine the participation achieved under the program, review concerns of any party, examine any funds obligation issues, and finalizing any outstanding matters related to meeting Project goals and timelines. Subsequent reviews will be conducted at least annually until all NSP3 activities are completed.

ARTICLE VII
Accountability

7. The AHC agrees to maintain personnel, financial, individual client and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of six (6) years following the termination of this agreement unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development (“HUD”), NEFI or any of their duly authorized representatives; or the AHC shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The AHC shall be fully responsible and directly liable for the proper expenditure of all NSP3 Program funds provided to the AHC through this Agreement. In the event of misappropriation of NSP3 funds or the use of NSP3 funds for ineligible expenditures by the AHC, said AHC shall be liable for immediate repayment of improperly expended NSP3 funds to the County or HUD, as may be required.

7.3 Any AHC failing to properly manage and account for the expenditure of NSP3 funds, resulting in requirement for repayment of such funds to the County or HUD, shall be barred from participation in all projects or programs involving NSP3 funds, unless such funds are repaid to County or HUD within fifteen (15) days of written notification of such obligation by the County and/or HUD. Any repayment resulting from fraudulent activities shall result in the permanent debarment of the AHC from participation in all County sponsored housing programs.

ARTICLE VIII
Nepotism

8. The AHC agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in its performance, under this Agreement.

ARTICLE IX
Civil Rights and Anti-Discrimination

9. The AHC agrees to abide by the spirit and intent of the Civil Rights Act of 1964 (42 U.S.C. 2000d), as amended, and the Civil Rights Act of 1968, as amended, and implementing regulations related thereto, to ensure that its operation under this Agreement is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Housing and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The AHC accepts sole responsibility for ensuring such non-discriminatory access to the housing and services provided hereunder.

9.2 AHC will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The AHC agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

9.3 In carrying out all aspects of the housing activities for which the AHC has contracted hereunder, the AHC shall at all times abide by and maintain full compliance with the requirements of the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

ARTICLE X

Program Income

10. Any Program Income generated as a result of NSP3 activities and meeting the definition of program income under the Community Development Block Grant (“CDBG”) regulations at 24 CFR Part 570.500(a), including activities implemented hereunder, shall be retained by AHC as allowed by governing NSP3 regulations and written NSP3 regulatory clarifications promulgated by HUD. Program income generated through the Project will be required by the AHC to ensure proper maintenance, oversight and operation of the affordable housing development for the duration of the NSP3 long term affordability period. For purposes of this project, Program Income is defined as the gross rental income generated through rental of the five duplexes (10 units) assisted hereunder, less total operating costs (expenses) associated with the units. *AHC shall, at least annually for the duration of the Project affordability period, provide to the County a detailed accounting of gross rental revenue and operating expenses associated specifically with the NSP 3 assisted units, and shall clearly state the amount of Program Income earned, if any, as a result of this calculation. This calculation shall be confirmed to the County by AHC’s independent auditor.*

10.1 Any such Program Income shall be exclusively used by AHC to make improvements or enhancements to the NSP3 assisted rental units and/or associated property, including common areas. AHC shall submit documentation to the County evidencing proper accounting for and use of such Program Income in accordance with this provision. If AHC fails to comply with this requirement at any time during the Project affordability period, the County shall require from that point forward that AHC pay any Project related Program Income directly to the County as denoted in subsection 10.3 below.

10.2 Though not anticipated, should the County receive any NSP3 related repayments as a result of or in connection with this Project, the County shall reuse the funds in furthering NSP3 eligible activities or for further disposition as required by HERA Section 2301(d)(4).

10.3 Any repayment of NSP3 funds or associated Program Income in relation to this Agreement, or the Project financed hereunder, shall be repaid to *Escambia County* and credited by the County to the NSP3 Program within the budgets and accounts of the County.

ARTICLE XI
Project Schedule

11. AHC and County agree that all phases of the Project shall be substantially completed within a maximum of eighteen (18) months of the date of this Agreement. Notwithstanding the aforesaid, all deadlines shall be extended for any and all periods of delay resulting from circumstances beyond reasonable control of AHC, including Acts of God, documented periods of inclement weather that prohibit construction work on the site, strikes, labor or material shortages, walkouts, vandalism, civil unrest, war or riot. A projected Project completion schedule is incorporated as **Exhibit VIII** of this Agreement. All parties hereto agree to make reasonable every effort to conform to the milestones established in the completion schedule.

ARTICLE XII
Prohibition Against Use of Eminent Domain

12. Parties to this Agreement agree and affirm that the power of Eminent Domain shall not be utilized with respect to the Project.

ARTICLE XIII
Uniform Requirements

13. The AHC shall comply with applicable provisions of Title III of the Housing and Economic Recovery Act of 2008 (HERA), the Community Development Block Grant (CDBG) Program Regulations at 24 CFR Part 570, all related regulatory requirements and HUD policy directives and guidelines applicable to the NSP financed activities to be implemented through this Agreement. The AHC has been directly provided electronic copies of the entire text of applicable portions of these laws, regulations, HUD policy directives and guidelines prior to initiative Project activities. The AHC has also been directed to the *NSP Resource Exchange* website located at <http://hudnsphelp.info/index.cfm> for additional information, technical support and training regarding NSP3. This is evidenced by execution of the certification of receipt contained in **EXHIBIT IX** of this Agreement. The AHC agrees to comply with any amendments or revisions to said laws, rules, regulatory provisions, policy guidelines or directives as may be promulgated by HUD and as provided to the AHC in writing by the County. Said compliance shall be required as of the date the amended provisions are provided to the AHC by the County and officially acknowledged by the AHC in writing.

ARTICLE XIV
Procurement

14. AHC shall adhere to generally accepted procurement standards in the purchase of construction work, materials, supplies, equipment, and/or contractual services associated with this Project, where NSP3 funds are used in whole or in part to finance the purchase of or payment for such items. All such procurements shall afford the maximum level of open

competition among qualified bidders or vendors, and shall minimally conform to procurements standards established in Office of Management and Budget (OMB) Circular 85.36 (24 CFR 85.36). The County (and NEFI) shall be provided the opportunity to review and approve (or reject) bid or solicitation documents, advertisements, or specifications related to any Project related procurement action. AHC shall secure written authorization to proceed with solicitations for CDBG financed construction of Project related improvements and/or major equipment purchases prior to initiating such procedures. Further, the County reserves the right to directly manage the solicitation of bids for major construction or renovation components of the Project through or in consultation with its Office of Purchasing.

ARTICLE XV General Provisions

15. The AHC accepts these funds so appropriated in accordance with the terms of this agreement, and agrees that the contents of **EXHIBITS I, II, III, IV, V and VII** are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the AHC agrees:

15.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

15.2 To permit and facilitate such audits by the U. S. Department of HUD, Escambia County, any of their respective designated independent auditing firm(s) or their authorized representatives as may be required in relation to this Agreement;

15.3 To produce all documents upon request by the County, HUD or the authorized representatives of each; and

15.4 To provide a complete copy of the non-profit AHC's most recent independent audit, including the management letter and AHC's response, and to subsequently secure an annual audit by an independent Certified Public Accountant and provide a copy of said audit and all management responses thereto to the County within one hundred twenty (120) days of the end of the AHC's corporate accounting year.

15.5 AHC is currently designated, in good standing, as a Public Housing Agency ("PHA") by the U. S. Department of Housing and Urban Development in accordance with provisions of the U. S. Housing Act of 1937, as amended. AHC shall maintain the foregoing status throughout the term of the Agreement. Initial documentation of HUD designation as a PHA is included in **EXHIBIT VII** of this Agreement. AHC functions primarily as an affordable housing provider within Escambia County and the City of Pensacola. AHC's housing services are provided through the operation of AHC owned and AHC managed affordable housing properties. If at any time during the term of this agreement AHC's designation as a PHA is terminated, withdrawn, threatened or altered in any manner, AHC shall immediately provide written notification of such action to the County. Such change in status shall constitute a breach of this Agreement, and subject said Agreement to cancellation in accordance with provisions of Article VI Section 6.1 of this Agreement.

15.6 In completing the redevelopment of residential property(ies) under this Agreement, the AHC, and/or its building contractor(s), shall fully comply with provisions the Florida Building

Code, or alternate construction standards as legally promulgated by Escambia County, the City of Pensacola, and/or the State of Florida, as a condition of receiving NSP3 funds under the terms of this Agreement. All work shall be performed by qualified, licensed and insured contractors authorized to perform work in Escambia County.

15.7 The AHC shall notify the City of Pensacola, specifically through the Planning and Zoning Department, of planned improvements to the property identified in **EXHIBIT II** and shall secure all required permits and obtain all approvals of said Department and any other cognizant permitting AHC prior to initiating the redevelopment or construction of improvements on the property.

ARTICLE XVI

Understanding of Terms

16.1 This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by both parties. This Agreement shall not be assignable by either party without the express prior written consent of the other party. Any attempt at assignment without consent shall be void and of no effect.

16.2 This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, or United States District Court for the Northern District of Florida, and each party waives the right to change of venue. Further, this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

16.3 If any part, term, or provision of this Agreement is held by a court to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

16.4 The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

16.5 If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. All notices under this contract shall be in writing, and shall be sent by certified mail to the parties at the addresses stated in Sections 1.1 and 1.2 of this Agreement.

16.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with duly adopted action or authority of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, parties hereto, by their duly authorized representatives, have set hereunto the hands and seals of each this date and year first above given.

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

BY: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved: July 21, 2011

By: _____
Deputy Clerk

Escambia County Legal Department Approval:

This document approved as to form and legal sufficiency
By: *Kristen Hual*
Title: *A.C.F.*
Date: *6/7/11*

AREA HOUSING COMMISSION, a public body corporate and politic and a Public Housing Agency as legally designated by the U. S. Department of Housing and Urban Development

WITNESSED:

Print Name

Print Name

By: _____

Shirley Henderson
Chair, Area Housing Commission

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by Shirley Henderson, Chair of the Area Housing Commission, a local Public Housing Agency, 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: _____

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF
*Eligible Use E - Housing Redevelopment (Rehabilitate and/or Redevelop Residential
Properties for Permanent Housing for Special Needs)*

Agency Name: Area Housing Commission

I. SCOPE OF SERVICES

A. **Area Housing Commission** ("AHC") and County shall work cooperatively to manage the planning, implementation, fiscal accountability, record-keeping, reporting and housing compliance matters associated with the Project from inception of this Agreement through final completion of all requirements stipulated herein. This shall generally include the continuous involvement of the Contract Managers for the County and AHC, as well as Project related staff and consultants, throughout the project planning, design and construction process including: project planning; scheduling; general implementation oversight; property and site layout; rental unit rehabilitation design and technical specifications; preparation of bid specifications and bid documents; bid authorization and bidding procedures; construction contract review, award and final approval; ensuring compliance with applicable contract requirements; reviewing and processing any and all payments associated with the NSP3 funds; and monitoring construction contract compliance matters related to the Project in accordance with the terms and conditions of this Agreement.

Within the confines of the overall funding limitations imposed through Article III Subsection 3 of this Agreement or the NSP3 funding, in addition to the construction and rehabilitation costs referenced above, improvements eligible for County financing may include, but are not necessarily limited to: procuring related professional services such as, but not limited to architectural, civil engineering, land and plat surveying, geotechnical site work, legal services, and related pre-construction requirements; fixtures and appurtenances required to equip the rental units within the Project; safety and accessibility improvements within the Project site and adjoining rights-of-way, including designated parking and provision for accessible routes; improvements to existing utilities (potable water, sanitary sewer, electricity, and/or gas service) within public right-of-way as specifically required to fully complete the Project; energy efficiency enhancements and/or incorporation of economically viable green building features; improvements to common areas or facilities designated for use by the residents (tenants) of the Project; construction of stormwater drainage and retention facilities to the extent required by permitting agencies specifically in relation to the Project; site improvements required by the local cognizant permitting agencies; and/or similar improvements . that are required for delivery of housing and related services for the benefit of Eligible Low Income households as authorized by Section 2301(f)(3)(A) of Title III of the housing and Economic Recovery Act of 2008 (HERA) and as more specifically defined below. Under no circumstance shall the aggregate NSP3 expenditures provided under this Agreement exceed \$380,000.

B. Following redevelopment (rehabilitation) of the vacant units by the AHC, the **Maximum Total Monthly Rent for individual rooms within the Project Facility** shall at all times be no more than the Fair Market Rents (FMR) published annually by the U. S. Department of Housing and Urban Development and shall continually comply with requirements stipulated below in Section III of this Exhibit:

C. NSP3 Project funds shall be made available to the AHC in the form of a fifteen (15) year non-interest bearing, deferred payment loan reflecting the aggregate amount of NSP3 funds expended in support of this Project. Said loan shall be secured by a property use deed restriction to be recorded in the official records of the County. Said property use deed restriction shall limit use of the property and improvements to the purposes specified in this Agreement for a minimum fifteen (15) year period. Failure to conform to the prescribed facility use restrictions shall render this agreement null and void, resulting in the cancellation of the agreement and notification of default by the County to the AHC, whereupon, the AHC shall repay the NSP3 funds to the County in an amount equal to the contribution provided hereunder.

D. For purposes of this Agreement and determination of homebuyer or tenant eligibility, a “*Low income*” household or family is defined as a family with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola MSA median income, adjusted for family size. Current HUD NSP3 income limits are included in **EXHIBIT III** for reference. The Contract Managers shall annually provide updated income eligibility guidelines for use by the AHC in carrying out the requirements of this Agreement. The AHC shall be responsible for fully documenting to the County the NSP3 eligibility of persons or households/families assisted through this NSP supported redevelopment project and assuring that NSP3 Program funds provided to the AHC are expended for NSP3 eligible activities and for the ultimate benefit of NSP3 eligible persons or families.

II. OBJECTIVES

The AHC and County shall take the actions required to fully rehabilitate five (5) existing vacant, blighted duplexes (10 units) and affiliated common and parking areas that are owned by AHC to preserve the buildings for long term use in meeting affordable housing needs. Each building (duplex) shall be rehabilitated to meet or exceed applicable provisions of the Florida Building Code so as to provide two separate residential rental units (for a total of ten units). The Project Facility shall be designed with capacity to provide permanent housing, at any given point in time, **for at least 10 persons or families.**

III. COMMITMENT TO INCOME SET-ASIDES AND AFFORDABILITY

A. 100% of the NSP3 assisted permanent housing units shall be initially occupied by Low Income families, as defined herein, with adjusted incomes that do not exceed 50% of the Pensacola MSA median income adjusted for family size, subject to further restrictions denoted below. For purposes of this Agreement, the permanent housing units shall be deemed to be rental units for purposes of correlation with NSP3 occupancy requirements. All new occupants/

tenants entering the property during the effective term of this Agreement must meet this income limitation at the time of initial occupancy and income certification, with eligibility recertified at least annually, unless directed otherwise by the County or NEFI.

B. Units with Rental (Tenant) Occupancy: AHC shall at all times, beginning with initial occupancy through the full duration of this Agreement, ensure that the tenant occupancy, rental rates, and minimum housing quality standards are maintained for all of the NSP3 assisted units located on the property described in EXHIBIT II of this Agreement. Should the AHC fail, at any time during the term of this Agreement, to meet the occupancy and rent control standards delineated below, said AHC shall be deemed in violation of the tenets of this Agreement, which shall subject this Agreement to termination in accordance with provisions of Article VI. The minimum standards which must be attained at initial lease-up and sustained thereafter are:

(1) *Low Income Units*: **100% of the rental units (or 10)** shall be deemed NSP3 assisted units and shall be occupied by persons or families **with incomes below 50% of the Pensacola MSA median income** adjusted for family size. Such units shall have monthly rents which shall not exceed 30% of adjusted income for households at 50% of Pensacola Metropolitan Statistical Area (MSA) median income minus any tenant paid utilities. The initial rents for families below 50% of median and the Section 8 FMR rents shall be as provided in EXHIBIT III of this Agreement, subject to adjustment for any tenant paid utilities and revisions to said rent rates as promulgated annually by the HUD.

(2) In instances where any utilities are paid for by the tenant, the AHC shall be required to utilize an approved Housing Allowances for Tenant–Furnished Utilities and Other Services Chart in calculating the adjusted (reduced) NSP3 rent for the respective unit(s); or utility allowance letters from applicable providers.

(3) The Project shall be routinely inspected by the AHC, or qualified contract agents secured by the AHC, so as to assure continual conformity with HUD minimum housing standards and occupancy requirements. The AHC shall maintain records and evidence to document such inspections and corrective actions taken to eliminate any identified deficiencies.

C. AHC shall at all times monitor the occupancy and maintain auditable records clearly indicating that the NSP3 assisted units remain in total compliance for the full duration of this Agreement. Further, at the time of initial one hundred (100%) percent occupancy of the Project, and at least annually thereafter for the duration of this Agreement, the AHC shall provide documentation with copies to the County or its agent, NEFI, evidencing compliance with the rent and occupancy provisions with respect to this Agreement. The income of all tenants occupying the Project units shall be recertified at least annually, and copies of such recertification shall be provided to the County or its agent, NEFI.

D. AHC shall cooperate fully with the County; its agent, NEFI; the U. S. Department of HUD; or their duly authorized representatives, during the conduct of performance reviews, monitoring of the NSP3 Program or related matters. Access to all pertinent records and project information shall be afforded to such entities upon reasonable request.

IV. SERVICES

The AHC asserts that it has the capability to perform the services identified below and affirms its concurrence with the terms and conditions under which this assistance is provided to the AHC. The AHC shall:

A. Utilize the **Tenant Occupancy Report** (samples of each provided in **EXHIBIT IV** of this Agreement) to document NSP3 compliance for each individual tenant/resident during the lease-up/occupancy phase. These forms must be prepared, updated, and maintained by the AHC and will be a required submittal at the appropriate phase of the Project. Failure to provide the forms or reports and necessary updates will result in rejection or delay in processing NSP3 related payment requests.

B. Utilize forms, policies, evaluation checklists, client intake application and characteristics forms, income verification procedures and forms, as mutually approved by AHC and County for purposes of documenting NSP3 compliance.

C. Ensure that the NSP3 investment is secured by a property recorded property use deed restriction in the form specifically approved by the County (to minimally conform to the document included in **EXHIBIT VI** of this Agreement). Prior to expiration of the deed restriction upon its fifteenth anniversary, 100% of the NSP3 loan balance shall be due and payable in full upon the sale or transfer of the property, except as provided below; the default of the AHC with respect to provisions of this Agreement; or failure of AHC to comply with NSP3 occupancy restrictions and requirements after proper notice and opportunity to correct deficiencies. The sale or transfer of the property by the AHC shall be allowed only if the sale or transfer legally binds the subsequent owner of the property to compliance with all NSP3 requirements stipulated herein for the balance of the fifteen (15) year term of the AHC's original obligation. AHC shall request and obtain formal written approval of the County prior to initiating any action to transfer or sell the property under this provision, even if said sale is to a subsidiary or affiliate of AHC.

D. Substantiate and clearly document, either directly or through cooperative arrangements, the eligibility of each Tenant/Resident occupying the Project and thereby assisted under this Agreement. Documentation shall include third party verification of homebuyer's income eligibility, compliance with requirements for targeting units to Low Income persons or families as identified in Section II above, documented compliance with rent restrictions and requirements stipulated herein, and all other eligibility information required by the County, NEFI, HUD or their duly authorized representatives, monitoring agents or auditors. Complete documentation of Tenant/Resident eligibility is mandatory under this Agreement.

E. Maintain documentation of the detailed costs and invoice based support for all facets of the Project completed through this Agreement, and provide detailed cost information substantiating such costs to the County as required for Project related payments or upon request as may be necessary. Failure of the AHC to properly document such costs upon written request by the County shall result in the termination of this Agreement.

V. AHC INFORMATION

AHC:	CONTACT PERSON:
Name: Area Housing Commission.	Name: Abe Singh
Address: 1920 W. Garden Street Pensacola, Florida 32502	Title: Executive Director
	Phone: (850) 438-8561
	Fax: (850) 438-1743
	E-mail: Execdir@areahousing.org

VI. AHC PERFORMANCE REVIEWS AND RELATED REPORTS

A. AHC shall cooperate fully in completion of the periodic performance reviews as stipulated in Article VI Sections 6.3, 6.4, 6.5, and 6.6 (cumulatively referred to as "Performance Reviews") of this Agreement. AHC agrees to provide written Project reports and updates as may be required in relation to the Performance Reviews or matters related thereto. The duty to participate in Performance Reviews and to provide written reports or responses regarding the results of such performance reviews shall survive termination of this Agreement until all related issues are resolved to the satisfaction of the County.

B. Failure to cooperate in the Performance Reviews and/or to submit written responses to County or NEFI requests for Project related information, documentation, implementation issues, financial issues or any related matter shall be deemed good cause for withholding further payment to the AHC, and/or termination of this Agreement in accordance with provisions of Article VI should the failure to cooperate persist.

VII. AUDIT REQUIREMENTS

AHC shall provide the County's Contract Manager and/or the Finance Division of the Clerk of the Circuit Court with an audit report showing the financial affairs of the AHC in accordance with Article XIV Section 15.4 of this Agreement. The audit period shall conform to the Corporation's designated accounting year, and shall be prepared by an independent certified public accountant. Said audit shall specifically state that the Project activities financed hereunder were encompassed by the audit and shall provide confirmation of the Program Income information required by Article X of this Agreement.

VIII. PAYMENT SCHEDULE AND PROCEDURE

A. Payments: Escambia County shall issue NSP3 financed payments based upon clear and proper documentation of all costs to be paid or reimbursed by Escambia County in support of the Project as provided through this Agreement. Payments shall be either made directly to the vendor on behalf and upon approval of AHC; or alternatively, to AHC to reimburse eligible Project related costs advanced by AHC, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division, as generally summarized below:

(a) Direct Vendor Payments by County: Unless the vendor is contracted directly by the County through its Office of Purchasing, to secure direct payments to vendors by the County, AHC shall submit the following documentation to NEFI at least 14 days prior to the anticipated payment date: a request for direct payment to the specified Project vendor on AHC letterhead with amount, vendor and specific service(s) denoted; accurate and complete two page originally signed W-9 for payee (vendor); and an original of the vendor invoice that has been reviewed and approved for payment by AHC (the invoice must clearly substantiate that the work or services performed by the vendor were specifically provided for eligible Project design or construction related costs). The County shall make such payments to vendors no later than fifteen (15) days after the payment voucher and invoice have been approved and signed by the County's Contract Manager and received and approved for processing by the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

(b) Reimbursement of Eligible AHC Incurred Project Expenses: To secure reimbursement of eligible Project expenses as advanced by AHC, AHC shall provide the County full and complete documentation of the actual certified costs for the professional services, construction services, materials, or other eligible costs and shall afford the County reasonable access to source documents to assure that costs are proper. Project costs incurred by AHC prior to the effective date of this Agreement are NOT eligible for reimbursement with NSP3 funds. To secure reimbursement of expenses by the County, AHC shall submit the following documentation to NEFI: a request for reimbursement of Project related expenses on AHC letterhead with amount, vendor and specific service(s) denoted including a signed statement by AHC certifying that the payment has been made; accurate and complete two page originally signed AHC W-9 (if a W-9 has not been submitted to the County within the 12 month period prior to the invoice date); a complete copy of the vendor invoice as paid by AHC and a copy of the "canceled" check, bank statement, or a paid receipt from the vendor evidencing payment of the invoice. The County shall make such reimbursements to AHC no later than fifteen (15) days after the payment voucher and invoice have been approved and signed by the County's Contract Manager and received and approved for processing by the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

Subject to the terms of this Agreement, the County shall retain final authority for the approval or denial of payments from County controlled or administered funds, including the NSP3 Grant. The County shall review and document all payments, but shall rely heavily on AHC for submission of well organized and detailed expenditure documentation.

B. Any construction work shall require that, by written contract, the residential, general or commercial contractor who completed the construction work provide a minimum twelve (12) month warranty on all materials and workmanship.

C. AHC agrees unconditionally that any and all appliances and/or heating and air conditioning systems, purchased with NSP3 funds for the Project shall meet *Energy Star*

standards (where applicable) or shall minimally comply with the instruction provided in the “HUD Guidance on NSP3 Eligible Appliance Purchases” (copy included in **EXHIBIT V** for reference), which stipulates the minimum energy efficiency standards that must be met.

D. NSP3 documents, including all NSP3 related verifications, forms and/or agreements, shall be executed by a legally authorized representative of the AHC. AHC shall cooperate with County and NEFI in making revisions as may be required by the U. S. Department of HUD with reference to the NSP3 Program and regulations related thereto.

IX. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored routinely based upon the documentation submitted by AHC and routine interaction between the AHC, County and NEFI. Reviews shall minimally conform to that provided in Article VI of this Agreement.

B. The County and/or NEFI shall review and evaluate AHC's performance under this Agreement and the effectiveness of the Project in producing or preserving affordable housing units in keeping with the purpose and intent of the NSP3. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Article VI of the Agreement.

AHC PERMANENT HOUSING UNITS

Financing Sources and Total Development Cost (Budget entries are estimates, subject to adjustment based on actual costs)

Financing Sources:	Proposed Funding	Committed/Conditional Funding	Total Funding
Private Lender:		0.00	0.00
Private Equity (AHC) – Architectural Services		28,285	28,285
Escambia NSP Funds		380,000	380,000
Other:			
Total Sources of Funds	N/A	\$408,285	\$ 408,285

Use of Funds:	Cost Allocation	Funding Source (from above)	Total Funding
Design & Technical Specifications (Architectural Services)	28,285	Area Housing Commission	28,285
Site Improvements (including site grading, parking/paving, accessible route(s), signage, etc.)	4,000	Escambia NSP	4,000
Permitting & Construction (Exterior Rehabilitation/Renovation)	182,670	Escambia NSP	182,670
Permitting & Construction (Interior Rehabilitation/Renovation)	192,300		192,300
Other: Contingency	1,030	Escambia NSP	1,030
Total Uses of Funds	408,285	All above sources	408,285

EXHIBIT II

NSP3 Project Location (Property Owned by AHC)

NOTE REGARDING PROPERTY LEGAL DESCRIPTION:

A separate boundary survey will be completed by Area Housing Commission to specifically identify the boundaries of the Property/Improvements that are applicable to this project to include the five duplexes surrounding yards and common areas. This detailed survey will be utilized in the Deed Restriction and any related encumbrances filed by the County on the properties improved through this project.

[Back](#)

Source: Escambia County Property Appraiser [Restore Full Page Version](#)

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">General Information</td></tr> <tr><td>Reference:</td><td>302S301001001008</td></tr> <tr><td>Account:</td><td>063049000</td></tr> <tr><td>Owners:</td><td>AREA HOUSING COMMISSION</td></tr> <tr><td>Mail:</td><td>PO BOX 18370 PENSACOLA, FL 32523</td></tr> <tr><td>Situs:</td><td>1401 W LLOYD ST 32501</td></tr> <tr><td>Use Code:</td><td>MUNICIPAL OWNED</td></tr> <tr><td>Taxing Authority:</td><td>PENSACOLA CITY LIMITS</td></tr> <tr><td>Tax Inquiry:</td><td>Open Tax Inquiry Window</td></tr> <tr><td colspan="2">Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</td></tr> </table>	General Information		Reference:	302S301001001008	Account:	063049000	Owners:	AREA HOUSING COMMISSION	Mail:	PO BOX 18370 PENSACOLA, FL 32523	Situs:	1401 W LLOYD ST 32501	Use Code:	MUNICIPAL OWNED	Taxing Authority:	PENSACOLA CITY LIMITS	Tax Inquiry:	Open Tax Inquiry Window	Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">2010 Certified Roll Assessment</td></tr> <tr><td>Improvements:</td><td>\$1,335,375</td></tr> <tr><td>Land:</td><td>\$257,925</td></tr> <tr><td>Total:</td><td>\$1,593,300</td></tr> <tr><td>Save Our Homes:</td><td>\$0</td></tr> <tr><td colspan="2" style="text-align: center;">Disclaimer</td></tr> <tr><td colspan="2" style="text-align: center;">Amendment 1 Calculations</td></tr> </table>	2010 Certified Roll Assessment		Improvements:	\$1,335,375	Land:	\$257,925	Total:	\$1,593,300	Save Our Homes:	\$0	Disclaimer		Amendment 1 Calculations	
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http://www.escpa.org/cama/Detail_a.aspx?s=30-2S-30-1001-001-008

5/25/2011

NOTE REGARDING PROPERTY LEGAL DESCRIPTION:

A separate boundary survey will be completed by Area Housing Commission to specifically identify the boundaries of the Property/Improvements that are applicable to this project to include the five duplexes surrounding yards and common areas. This detailed survey will be utilized in the Deed Restriction and any related encumbrances filed by the County on the properties improved through this project.

Located in Morris Court Complex:
Five Vacant Duplex Units Targeted for Rehabilitation



Morris Court/AHC units targeted for NSP3 Permanent Housing Project

EXHIBIT III

NSP MAXIMUM INCOME LIMITS

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective May 14, 2010)

Income Level	1 person	2 people	3 people	4 people	5 people	6 people
50% AMI	\$20,150	\$23,000	\$25,900	\$28,750	\$31,050	\$33,350

THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS INDIVIDUAL OR FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD.



MAXIMUM RENT LIMITS

The Maximum Affordable Rental shall conform to the Fair Market Rent (FMR) published annually by the U. S. Department of Housing and Urban Development for tenants at or below 80% of median income and shall conform to the 50% Rent Limit for tenants at or below 50% of median income (adjusted for tenant paid utilities). Maximum rents are stipulated in the table provided below. The current (FY 2010) rents for the **Pensacola MSA** are:

U. S. DEPARTMENT OF HUD 05/2010
STATE: FLORIDA

----- 2010 HOME PROGRAM RENTS -----
PROGRAM EFFICIENCY 1 BR 2 BR 3 BR 4 BR 5 BR 6 BR

Pensacola-Ferry Pass-Brent, FL MSA							
PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
LOW HOME RENT LIMIT	503	539	647	747	833	920	1006
HIGH HOME RENT LIMIT	635	682	799	939	1028	1116	1203
For Information Only:							
FAIR MARKET RENT	662	720	799	1158	1401	1611	1821
50% RENT LIMIT	503	539	647	747	833	920	1006
65% RENT LIMIT	635	682	821	939	1028	1116	1203

EXHIBIT IV

Quarterly Reporting and Project Specific Reporting Requirements and Forms

QUARTERLY STATUS REPORT
REPORT # _____

TO: ESCAMBIA COUNTY NSP3 PROGRAM

FROM (AHC): [Area Housing Commission](#)

DATE: _____

RE: PROJECT: NSP3 Permanent Housing (Rental)
CONTRACT: NSP3 – AHC (Non-Profit)

QUARTER:	October-December	April-June
	January- March	July- September

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ACTIVITIES HAVE BEEN UNDERTAKEN AND THE STATUS OF IMPLEMENTATION OF THE PROJECT.

B. GIVE A COMPLETE LISTING OF THE FORECLOSED PROPERTIES EVALUATED, SELECTED, PURCHASED, REHABILITATED AND/OR SOLD BY THE AHC AND ALL PERTINENT DATA OR INFORMATION.

C. PROVIDE A PROJECT PERFORMANCE SUMMARY (TO DATE) REGARDING THE REQUIREMENTS STIPULATED IN EXHIBIT I OF THIS AGREEMENT.

D. PROVIDE DETAILS REGARDING ANY IMPEDIMENTS TO THE PROGRESS OF THE PROJECT AND/OR PROBLEMS ENCOUNTERED IN IMPLEMENTING THE PROJECT.

QUARTERLY FINANCIAL REPORT

AHC: Area Housing Commission

RE: PROJECT: NSP3 Permanent Housing (Rental)

CONTRACT: NSP3 – AHC (Non-Profit)

Reporting Period (Quarter): **October-December**

January-March

April-June

July-September

EXPENDITURES:

NSP3 PROPERTY ADDRESS

NSP3 COST (TO DATE)

Total number of active rental units (completed & in occupancy stage) _____

Comments _____

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

Authorized Signature

Position

Date

**QUARTERLY AND ANNUAL
TENANT/RESIDENT DETAILED OCCUPANCY REPORT
(Mandatory)**

AHC agrees to provide a uniform, excel or similarly based Client Characteristics report that continually updates occupancy (including tenant/resident occupancy data) on at least a monthly basis until initial 100% occupancy is attained. Thereafter, such reports shall be filed with the County/NEFI at least annually, with the date to be mutually determined by the County/NEFI and AHC and confirmed in writing. Said reports shall be provided to the County/ NEFI in accordance with provisions of this Agreement beginning within thirty days of the date the redevelopment of the property is completed as mutually agreed upon in writing.

The spreadsheet based reporting format shall be at least equal to that utilized by Florida Housing Finance Corporation for the Housing Tax Credit Program, but shall be subject to modification by mutual agreement of the parties to this Agreement as necessary to adapt to unique requirements of this Project. All data elements necessary for meeting HUD, FHFC or other reporting requirements shall be included within this single report.

The required form shall be provided to the AHC by the County/NEFI for its use *within 90 days* of the effective date of this Agreement.

EXHIBIT V

Documentation Required to Verify Tenant Income and Rents

ACKNOWLEDGEMENT BY AHC

AHC ACKNOWLEDGES AND AGREES THAT TENANT INCOME ELIGIBILITY AND UNIT RENTS MUST BE DOCUMENTED AT PROJECT COMPLETION AND THEN ANNUALLY THEREAFTER FOR THE FIFTEEN YEAR AFFORDABILITY PERIOD.

TENANT INCOME AND RENT VERIFICATION SHALL MINIMALLY REQUIRE THE SUBMISSION OF COPIES OF THE FOLLOWING AHC FILE DOCUMENTS (HARD COPY OR ELECTRONIC) FOR EACH OF THE 10 NSP3 PROJECT UNITS TO ESCAMBIA COUNTY/NEFI OR OTHER PARTIES AS MAY BE DESIGNATED BY THE COUNTY:

1. TENANT INTAKE AND LEASE APPROVAL FORM (EXECUTED)
2. COMPLETE DOCUMENTATION OF TENANT INCOME FROM ALL SOURCES
3. TENANT LEASE CLEARLY DENOTING MONTHLY RENT PAID BY TENANT; RENT SUBSIDY, if any; AND ADJUSTMENTS FOR TENANT PAID UTILITIES; if any (PROVIDE HAP CONTRACT OR EQUIVALENT)
4. CLIENT CHARACTERISTICS SUMMARY (IF NOT PROVIDED ON INTAKE FORM)

TO MINIMALLY INCLUDE: Race, Household (HH) Size, Age & Sex of all HH members, Relationship of HH members to Head of Household
5. HOUSING QUALITY STANDARDS INSPECTION REPORT
6. CERTIFICATION OF COMPLIANCE WITH RENTAL UNIT SET-ASIDES BY INCOME RANGE PER REQUIREMENTS OF THIS AGREEMENT (TENANTS OF *ALL 10 UNITS MUST BE BELOW 50% OF AREA MEDIAN*)

Signature: _____
Shirley Henderson, Chair
Certifying Officer

Date: _____

EXHIBIT VI

LONG TERM USE RESTRICTION

IN WITNESS WHEREOF, AHC, pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this ____ day of _____, **2011**.

AREA HOUSING COMMISSION, a public body corporate and politic and a Public Housing Agency as legally designated by the U. S. Department of Housing and Urban Development

By: _____

Print Name: _____

Print Title: _____

WITNESSED:

By: _____

Print Name: _____

By: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, who is _____ of **AREA HOUSING COMMISSION**, public body corporate and politic and a Public Housing Agency as legally designated by the U. S. Department of Housing and Urban Development, and who has produced _____ (as identification) or who is personally known to me.

NOTARY PUBLIC

Print Name _____

Commission No.: _____

My Commission Expires: _____

S E A L

EXHIBIT "A"

LEGAL DESCRIPTION

PROJECT SITE

(Five Duplexes/Morris Court Complex)

EXHIBIT VII

Area Housing Commission

**Documentation of current:
Designation as a Public Housing Agency
by the U. S. Department of Housing and Urban Development**

Public and Indian Housing

About PIH

Public housing

Fact sheet

Public Housing Agency contacts

PHA Contact Information

Florida

This listing is ordered by city. View it [ordered by zip](#).

HA Code	PHA Name, Phone & Fax Number	Address	Type [?]
FL006	Pensacola (AHC) Phone: (850)438-8561 Fax: (850)438-1743	1920 W Garden Street Pensacola FL 32501	Low-Rent

Type: This indicates the type of program administered by a PHA. "Both" represents administration of both Section-8 and Low-rent programs.

Content current as of 2 August 2010

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[Home](#)



U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455
[Find the address of a HUD office near you](#)

EXHIBIT VIII

ESTIMATED PROJECT SCHEDULE

For AHC NSP3 Project

Project: Rehabilitation of Five Vacant Duplexes (Morris Court Complex)

**PROJECT IMPLEMENTATION SCHEDULE
(ESTIMATED)**

DATE	MILESTONE
June 2011	Formalize (Draft) County/AHC NSP Project Agreement
June 1, 2011 – June 15, 2011	AHC & County Review/Approve Draft Agreement
June 8, 2011	Target date for submitting Construction Plans/Specifications to AHC and County/NEFI for review and approval
Between June 1 – June 15, 2011	Meet with County Purchasing to set Project Bid Schedule
June 15 – July 21, 2011	AHC & County Boards Approve NSP Agreement
July 21, 2011	Target Date for Final Approval of County/AHC Agreement (Agreement Becomes Effective)
June 20, 2011	Advertise for Construction Bids (minimum 30 bid cycle)
July 20, 2011	Receive/Open Construction Bids
July 20 – July 22, 2011	Review Bids, Confirm Tabulations, Complete any applicable Contractor Due Diligence and Confirm Apparent Low Bidder
July 26, 2011	Prepare/Submit Recommendation for 8/4/11 BCC approval
August 4, 2011	Award of Bid & Contract by BCC (Construction)
August 4 – August 19, 2011	Complete Contractor Due Diligence (performance/payment bonds, insurance certificates, forms, etc.)
August 22 – August 25, 2011	Finalize and mutually execute Construction Contract
September 1, 2011	Issue Notice to Proceed on Construction (targeted)
September 1 – December 1, 2011 (90 Day Completion Period)	Construction Phase (includes rehabilitation work, construction inspections, expenditure of NSP and any non-NSP construction funds and Certificate of Completion)
November 15, 2011 – January 15, 2012	Document tenant resident income and rent information (low income occupancy, eligibility & rent certification)
February 15, 2012	All Units occupied by income eligible families, including any set-aside units. This includes documentation of tenant income, occupancy and monthly rent compliance per this Agreement)
February 15 – March 31, 2012	Finalize NSP Grant related Project and Financial Reporting as required for Project & NSP Project Closeout

Following initial 100% documentation of tenant eligibility and unit rents, occupancy standards and unit rents shall be reviewed at least annually for the duration of the affordability period as required by this Agreement. Said review shall be as directed by Escambia County/NEFI and/or City of Pensacola Housing Department.

EXHIBIT IX

NSP PROGRAM RULES AND REGULATIONS

**Title III of the National Housing Recovery Act of 2008
and related Laws and Regulations, as amended**

**CERTIFICATION OF RECEIPT
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
and
NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3)**

IMPLEMENTING REGULATIONS

I/We hereby certify and affirm that Escambia County, via NEFI, has provided this AHC with a complete electronic copy of the current **NSP Regulations governing Title III of the National Housing Recovery Act of 2008** as published in the October 6, 2008 Federal Register. AHC agrees that additional amendments to said Regulations or policy directives relating to said Regulations may be disseminated by HUD during the term of this Agreement, and upon receipt and acknowledgement of said amendments or policy directives from the County/NEFI, the AHC shall abide with such changes in the NSP Program as of the date the information is officially acknowledged by the AHC. Further, the AHC has been directed by the County/NEFI to review NSP specific training materials and Program specific questions/answers relating to the activities to be implemented through this Agreement as provided through the following HUD NSP Website on a regular (at least bi-weekly) basis:

<http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/>

AHC stipulates herein that, I/We have reviewed the NSP information identified and the websites referenced above, and the I/We clearly understand the requirements which govern the NSP financed activities agreed to under the terms and conditions of this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations, policy directives, questions/answers, or requirements related thereto should be resolved by contacting the NSP Contract Manager denoted in this Agreement. If the NSP Contract Manager cannot resolve the question, the issue will be submitted to the HUD for review and resolution.

Further, I/We certify and acknowledge that NSP services are targeted to specific income groups and that such targeting is a mandatory requirement in carrying out this Agreement. I/We are familiar with the: income eligibility guidelines (income chart), income determination procedures, income verification/documentation procedures, and income compliance requirements hereunder and the penalties to be suffered by the AHC for failing to assure such compliance.

This certification is provided in lieu of including the entire text of the Regulations and related materials in this Exhibit. I/We understand that additional copies of any of the referenced materials or training related to such materials will be provided upon written request directed to the NSP Contract Manager by this AHC.

NSP Participating Agency:

Area Housing Commission

By: _____

Date: _____

CERTIFICATIONS

- (1) **Affirmatively furthering fair housing.** The AHC will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.
- (2) **Anti-lobbying.** The AHC will comply with restrictions on lobbying required by 24 CFR Part 87, together with filing any disclosure forms as may be required.
- (3) **Authority of Jurisdiction.** The AHC possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations, NSP requirements, and other federally related program requirements.
- (4) **Consistency with Plan.** The housing activities to be undertaken with NSP funds are consistent with the *Escambia Consortium Consolidated Plan*, which means that NSP funds will be used to meet the congressionally identified needs of abandoned and foreclosed homes in the targeted area set forth in the Escambia County NSP Substantial Amendment to its 2008 Annual Plan. The activities implemented under this Agreement are in accord with the subject Plans.
- (5) **Acquisition and Relocation.** In cooperation with Escambia County (“County”) and its agent, Neighborhood Enterprise Foundation, Inc. (“NEFI”), the AHC will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the Notice for the NSP program published by HUD. AHC hereby acknowledges that a copy of the Notice has been provided to the AHC by the County and that AHC shall conform to the notice provisions related to *voluntary acquisition without authority to use eminent domain powers*.
- (6) **Section 3.** The AHC will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- (7) **Citizen Participation.** Upon request by the County or NEFI, the AHC shall participate in activities designed to inform citizens about the NSP project and services provided by the AHC in support of the local NSP initiative.
- (8) **Use of funds in 18 months.** The AHC shall support the County in assuring its compliance with Title III of Division B of the Housing and Economic Recovery Act of 2008 by using, as defined in the NSP Notice, all of its grant funds within 18 months of receipt of the grant. AHC hereby acknowledges that a copy of the Notice regarding use (obligation) of NSP funds has been provided to the AHC by the County.
- (9) **Use of NSP funds ≤ 120% of AMI.** The AHC will comply with the requirement that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income, unless more restricted targeting to income ranges below 120% of AMI is specifically required by **EXHIBIT I** of this Agreement.

(10) **Compliance with anti-discrimination laws.** NSP grant activities implemented by the AHC will be conducted and administered in a non-discriminatory manner in full conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(11) **Compliance with lead-based paint procedures.** The AHC, in cooperation with the County and NEFI, shall assure that the NSP housing activities potentially involving lead-based paint will comply with the requirements of the Lead Disclosure Rule (24 CFR part 35, subpart A), and the Lead Safe Housing Rule's provisions for rehabilitation (subpart J), and for acquisition, leasing, support services, or operation (subpart K), and the accompanying procedural requirements in subparts B and R. For more information regarding compliance with the Lead rules, visit the following website:

www.hud.gov/offices/lead/enforcement/regulations.cfm

(12) **Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors/Sub-contractors.** AHC and/or contracting entity certifies and asserts that his/her AHC, business and/or affiliated businesses, and further, that the subcontractors selected by the AHC and/or contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

(13) **Compliance with laws.** The AHC agrees to comply with all applicable laws.

(14) **HUD Guidance Document:** "Guidance on NSP Eligible Appliance Purchases" attached on the following pages.

Guidance on NSP Eligible Appliance Purchases

Some Neighborhood Stabilization Program (NSP) grantees have requested approval to use NSP funds to purchase high-efficiency clothes washers and dryers, and dishwashers, in NSP-assisted housing units that are being acquired, rehabilitated, and resold to income eligible beneficiaries. While the NSP October 6, 2008 Federal Register Notice encourages energy efficiency and notes the water savings and cost savings to low-, moderate-, or middle-income (LMMI) households participating in the program, it does not specify whether or not NSP funds can be used for this purpose.

PREVIOUS POLICY

CDBG policy has heretofore guided NSP's treatment of appliances. This has limited use to stoves, refrigerators, and central air conditioning, where appropriate. CDBG has not allowed dishwashers, nor clothes washers and dryers. This policy was based on the concept that only appliances necessary to make the house functional should be allowed. The CDBG regulations at 24 CFR 570.207 (b)(1)(iii) generally prohibit the purchase of equipment that is not an "integral structural fixture". Prior programs also tended to support improvements that are part of the real property, but not personal property.

However, the language in the CDBG regulations on Rehabilitation, at 24 CFR 570.202(b)(4) and (5), does provide for "improvements to increase the efficient use of energy...and water". The examples cited include equipment, some of which is not a permanent part of the real estate. In addition, the NSP Notice reinforces the Department's interest in promoting energy conservation. The NSP Rehabilitation Standards, in Section (I), state that "Any rehabilitation of a foreclosed home under this section...may include improvements to increase the energy efficiency of such homes or properties."

The Office of Block Grant Assistance has also conferred with the Office of Affordable Housing. That office permits installation of washers and dryers through the HOME Program, in both ownership and rental programs. HOME Program guidance says: "Suitable amenities may differ somewhat by locality. However, amenities in HOME-assisted housing should be comparable to amenities in the area's unassisted housing as long as they do not constitute luxury items. HOME-assisted housing may include non-luxury amenities such as washer/dryer, dishwasher, and air conditioner."

Washers and dryers are commonly installed in affordable and starter homes that are not subsidized, as well. If it conforms with the local housing market demands, then it is logical to install clothes washers and dryers to improve the quality, habitability and marketability of NSP-rehabilitated or constructed homes for sale.

NEW POLICY

Therefore, in consideration of the changes in the marketplace and in applicable regulations, the Department is allowing the use of certain appliances in the NSP Program. This policy permits grantees to install energy efficient (compliant with Energy Star standards) clothes washers, dryers, and dishwashers when done in conjunction with housing rehabilitation and/or sale projects in the NSP program.

Clothes washers, dryers and dishwashers are permitted in the NSP1 and NSP2 when all of the following conditions are met:

1. NSP funds have rehabilitated or constructed the homes;
2. Installation of such appliances is comparable to unassisted homes in the local housing market (see HOME Program standards);
3. Deed restrictions or covenants ensure that the appliances remain in the home, if appropriate;
4. Qualifying appliances meet or exceed Energy Star standards.

ADDITIONAL GUIDANCE

The Department strongly recommends the use of high-efficiency appliances. High-efficiency models (above Energy Star) provide the following benefits:

Washers save 7,000 gallons of Water per year and use 50% less energy and detergent;

Dryers use 58 percent less energy; both produce longer clothes life;

Home installation reduces the costs of Laundromats on LMMI occupants.

High-efficiency appliances meet the following standards:

Clothes Washers

- CEE Tier 2 or higher
- Minimum Energy Factor of 2.0 or greater
- Water Factor 6.0 or less

Clothes Dryers

- Minimum 7.0 cubic feet capacity - Shortens drying time due to maximizing air flow
- Sensor Dry System—Measures moisture in drum, then automatically adjusts drying time and temperature.
- 5 Temperature Levels - High, Medium High, Medium, Low & Ultra Low

Dishwashers

Posted 03-08-2010

- CEE Tier 2
- Minimum Energy Factor of 0.68 or greater
- Maximum annual energy use of 325 kilowatt-hours or less

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any AHC, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any AHC, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents and all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Certifying Official:

Date: _____

Agency: **Area Housing Commission**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or AHC;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____
Name: Shirley Henderson
Title: Chair

Non-Profit NSP3 Rental Project
Project Name

Firm/Agency: **Area Housing Commission**

Street Address: 1920 W. Garden Street
Pensacola, Florida 32502

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Area Housing Commission certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate AHC;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Agency/Company: Area Housing Commission

Date: _____

Grant Program Name: NSP3 Program

Grant Number: B-11-UN-12-0005

Area Housing Commission shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

Housing/Service Delivery Addresses:

Morris Court Complex (location of NSP3 Project)
Pensacola, Florida 32503

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Enter Number of Employees involved in NSP3 Project (projected): 3

SIGNED: _____
 Certifying Officer

Agency: Area Housing Commission



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1015

County Administrator's Report Item #: 14. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Residential Rehab Grant Funding and Lien Agreements for 2324 West Avery Street

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 2324 West Avery Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following July 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 2324 West Avery Street:

- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Debra Russell, owner of residential property located at 2324 West Avery Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$4,400, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for the replacement of the roof; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

BACKGROUND:

On July 21, 2011, a CRA meeting was convened to consider approval of the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Debra Russell. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Englewood TIF, Fund 151, Cost Center 220520, and Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA monitors the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

2324 W. Avery St Grant Agreement_Photo

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21st day of July 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Debra Russell, (the "Recipient"), owner of property located at 2324 West Avery Street, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of \$4,400, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$4,400, which shall be comprised of a cash contribution of \$4,400.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 21st day of July 2011, and the Project shall be complete on or before the 21st day of October 2011 (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner, CRA
Community & Environment Department
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

Debra Russell
2324 West Avery Street
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
Kevin W. White, Chairman

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

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient:

Debra Russell
Debra Russell, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of June, 2011 by **Debra Russell**, Property Owner. He/She () is personally known to me or () has produced FL Lic R240...57...1 as identification.



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

This document approved as to form and legal sufficiency

By: *Justin Huel*

Title: ACh

Date: 6/20/11

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Debra Russell
Property Address: 2324 West Avery Street, Pensacola, FL 32505

The "Project" includes the following improvement to the above referenced property:

Replacement of the roof.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>Debra Russell</u>	Address of Property <u>2324 West Avery Street</u> <u>Pensacola, FL 32505</u>	Property Reference No. <u>17-2S-30-1200-019-005</u>
---	---	--

Total Amount of Lien **\$4,400**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Debra Russell
Debra Russell, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of June, 2011 by Debra Russell, Property Owner. He/She () is personally known to me or () has produced ELLic R240...57..1 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Kevin W. White, Chairman

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

BCC Approved: _____

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner, CRA
Community & Environment Department
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency

By: Justin Hug
Title: ACF
Date: 6/20/11



ROOF REPLACEMENT – 2324 AVERY STREET



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1010

County Administrator's Report Item #: 14. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Solid Waste Management Modification of Rates and Services

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Solid Waste Management Department Modification of Rates and Services - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Solid Waste Management Department Modification of Rates and Services:

A. Adopt the Rate Resolution revising the Schedule of Rates and Fees for Escambia County's Municipal Solid Waste Disposal Facilities, effective October 1, 2011 (this supersedes Resolutions R2007-190 and R2009-212);

B. Authorize the Chairman to sign the Resolution;

C. Discontinue the Escambia County, Florida, and the City of Pensacola Interlocal Agreement relating to the delivery and processing of recyclable materials; and

D. Authorize staff to generate the solicitation for recycling services.

[Funding: Revenue realized will be deposited in Fund 401, Solid Waste Fund, Operational Revenue Accounts 343404, 343405, 343406, 343407, and 343417]

BACKGROUND:

Solid Waste Management has realized a 22.47% increase in the average price per gallon of gasoline utilized in the first 6 months of Fiscal Year 2011, as compared to that of Fiscal Year 2010; with a 35.10% increase in the actual price paid per gallon of diesel fuel alone. The adoption of the proposed Rate Resolution will authorize a 3.5% increase in Waste Disposal and Special Handling Rates and Service fees, to offset rising fuel costs and enable Solid Waste Management to continue to provide quality services to the citizens of Escambia County.

The County's existing recycling facility and base equipment have been in operation since 1990. Its infrastructure has approached the end of its useful life and requires a substantial capital investment to optimize recycling production rates. Currently, the private sector offers a more economical alternative for the processing of recyclable materials. A pilot study is underway to evaluate existing processors for receiving and handling of recyclable material from the County drop off program. Currently, we recommend the County and the City of Pensacola

actively pursue more economical alternatives for the processing of recyclable materials. Both parties recognize that cancelling the existing Agreement is mutually beneficial.

BUDGETARY IMPACT:

Revenue realized will be deposited in Fund 401, Solid Waste Fund, Operational Revenue Accounts 343404, 343405, 343406, 343407, and 343417.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has verified the legal content of the resolution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioners' goals and objectives to develop forecasting methods for financial planning and exploration of alternative means of cost savings.

IMPLEMENTATION/COORDINATION:

Following approval, the Department of Solid Waste Management will publish notices to inform customers of upcoming changes and to implement the necessary billing adjustments. The Department of Solid Waste Management has coordinated this proposed action with the County Attorney's Office.

Attachments

Rate Resolution R2011

Resolution R2007-190

Resolution 2009-212

RESOLUTION R2011 –

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA REVISING THE SCHEDULE OF RATES AND FEES FOR ESCAMBIA COUNTY'S MUNICIPAL SOLID WASTE DISPOSAL FACILITIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority of Escambia County Code of Ordinances Section 82-191, the Board of County Commissioners has the authority and responsibility to set by resolution rates and fees for disposal of municipal solid waste at County disposal facilities; and

WHEREAS, the Board of County Commissioners previously approved Schedules of Rates and Fees for disposal of municipal solid waste at County disposal facilities by adopting Resolutions R2007-190 and R2009-212; and

WHEREAS, the Board of County Commissioners, Escambia County Florida, has now determined that it is necessary and in the best interest of the health, safety, and welfare of the public to revise the Schedules of Rates and Fees for disposal of municipal solid waste at County disposal facilities as provided herein; and

WHEREAS, the Board of County Commissioners further finds that the new Schedules of Rates and Fees for disposal of municipal solid waste at County disposal facilities shall become effective on October 1, 2011.

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

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

Section 2: The Resolutions R2007-190 and R2009-212 are hereby superseded by this Resolution.

Section 3: That the following Schedule of Rates and Fees shall hereby be established as the charges for services at the Escambia County Perdido Landfill facility:

SCHEDULE OF RATES AND FEES BEGINNING OCTOBER 1, 2011
Perdido Landfill

(a) DISPOSAL RATES -

Solid Waste:	\$40.65 per ton \$10.50 minimum
--------------	------------------------------------

Yard Trash:	\$24.92 per ton \$10.50 minimum
Oak Grove Citizens Convenience Center Rate:	\$8.14 per cubic yard \$10.50 minimum (Cubic Yardage of Load is determined by measuring the load)
Waste tires:	\$177.00 per ton
Mixed loads containing tires will be charged:	\$3.52 per car and light truck tire \$7.03 per tire larger than care and light truck tire
Clean fill, dirt, and clean concrete: (Clean concrete means no rebar and no welded wire fabric)	NO FEE
Uncovered load fee: (Applicable to all landfill customers)	\$31.67 \$6.33 per individual citizen's load
(Reference Chapter 82 Code of Ordinances, §316.520 FS and 49 CFR 393.100)	

(b) SPECIAL HANDLING RATES -

Asbestos:	\$212.39
Special Waste: (All special waste requires review, approval, and scheduling by Solid Waste Management staff prior to acceptance.)	\$85.22 per ton

(c) FEES FOR SERVICES -

Fees may be assessed for services

Load ejection assistance: (Requiring the use of heavy equipment)	\$102.62 per hour, \$205.22 minimum
Pull-off: (Customer's load rigged for pull-off)	\$34.21 per pull-off
Prohibited Waste Separation Fee:	\$102.62 per hour, \$205.22 minimum
Weight Certification:	\$ 7.61 per certification

(d) CITIZEN SERVICES -

Residential Drop-Off Recycling: NO FEE
(Clean, separated recyclables items accepted in accordance with established guidelines with no garbage or trash contamination.)

(e) HOUSEHOLD HAZARDOUS WASTE DROP-OFF -

Paint: NO FEE
(Free up to 20 gallons. Residential only, no commercial)

Fuel: NO FEE
(Free up to 10 gallons. Residential only, no commercial)

Waste Oil: NO FEE
(Free up to five gallons. Residential only, no commercial)

Florescent Lights: NO FEE
(Free up to 10 lights. Residential only, no commercial)

Regional Roundups: NO FEE
(Household Hazardous Waste and End-of-Life Electronics)

Section 4: That the following Schedule of Rates and Fees shall hereby be established as the charges for services at the Escambia County Palafox Transfer Station facility:

**SCHEDULE OF RATES AND FEES BEGINNING OCTOBER 1, 2011
Palafox Transfer Station**

(a) DISPOSAL RATES -

Solid Waste: \$48.65 per ton

Uncovered Load Fee: \$31.67
(Applicable to all Transfer Station customers)
(Reference Chapter 82 Code of Ordinances, §316.520 FS and 49 CFR 393.100)

(b) SPECIAL HANDLING RATES -

NOTE: Asbestos and Special Waste must be brought to the Perdido Landfill and requires review, approval, and scheduling by Solid Waste Management staff prior to acceptance.

(c) **FEEES FOR SERVICES -**
Fees may be assessed for services

Load ejection assistance: \$102.62 per hour, \$205.22 minimum
(Requiring the use of heavy equipment)

Prohibited Waste Separation Fee: \$102.62 per hour, \$205.22 minimum

Weight Certification: \$7.61 per certification

Section 5: That the foregoing approved Schedules of Rates and Fees for services at the County's solid waste disposal facilities shall become effective on the 1st day of October, 2011.

Section 6: That the rates and fees provided herein for disposal of municipal solid waste at County disposal facilities shall be automatically increased by 3.5 percent on October 1, 2012, October 1, 2013, and October 1, 2014.

Section 7: 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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: #GHT

Date: 7/11/11

10-18-2007 / CKE II-13

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA REVISING THE SCHEDULE OF RATES
AND FEES FOR ESCAMBIA COUNTY'S MUNICIPAL SOLID WASTE
DISPOSAL FACILITIES; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to the authority of Escambia County Code of Ordinances Section 82-191, the Board of County Commissioners has the authority and responsibility to set by resolution rates and fees for disposal of municipal solid waste at County disposal facilities; and

WHEREAS, the Board of County Commissioners, Florida, has now determined that it is necessary and in the best interest of the health, safety, and welfare of the public to revise the current Schedule of Rates and Fees for such disposal of municipal solid waste; and

WHEREAS, the Board of County Commissioners further finds that this new Schedule of Rules and Fees shall become effective on January 1, 2008.

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

Section 1: That the following Schedule of Rates and Fees shall hereby be established as the charges for services at the County's solid waste disposal facilities:

Schedule of Rates and Fees Beginning January 1, 2008

(a) Disposal Rates

- Solid Waste \$31.00 per ton
\$ 8.00 minimum
- Yard Trash: \$19.00 per ton
\$ 8.00 minimum
- Oak Grove Citizens Convenience Center rate: \$6.00 per cubic yard
8.00 minimum
(Cubic yardage of load is determined by measuring load.)
- Waste tires: \$135.00 per ton
- Mixed loads containing tires will be charged:
 - \$3.00 per car and light truck tires
 - \$6.00 per tire larger than car and light truck tires
- Clean fill, dirt, and clean concrete: No Fee
(Clean concrete means no rebar and no welded wire fabric.)

Date: 10/19/2007 Verified By: L. Carver

Uncovered load fee: \$25.00 per commercial load; \$5.00 per individual citizens.
(Applicable to all landfill customers.)

Reference Chapter 82 Code of Ordinances, §316.520 FS and 49 CFR 393.100

Special Handling Rates

Asbestos: \$162.00 per ton

Special waste: \$65.00 per ton
(All special waste requires review, approval, and scheduling by Solid Waste Management staff prior to acceptance.)

Fees for Service

Fees may be assessed for services

Load ejection assistance: \$81.00 per hour, \$162 minimum
(Requiring the use of heavy equipment.)

Pull-off: \$27.00 per pull-off
(Customer's load rigged for pull-off.)

Mixed loads separation fee: \$81.00 per hour, \$162 minimum

Mulch sold to commercial customers: \$11.00 per ton

Weight certification: \$6.00 per certification

Citizen Services

Residential Drop-Off Recycling: No fee
(Clean, separated recyclables items accepted in accordance with established guidelines with no garbage or trash contamination.)

Household Hazardous Waste Drop-off

Paint: No fee
(Free up to 20 gallons. Residential only, no commercial)

Fuel: No fee
(Free up to 10 gallons. Residential only, no commercial)

Waste oil: No fee
(Free up to five gallons. Residential only, no commercial.)

Florescent Lights: No fee
(Free up to 10 lights. Residential only, no commercial.)

Regional Roundups: No fee
(Household Hazardous Waste and End-of-Life Electronics)

Section 2: That this approved Schedule of Rates and Fees shall become effective on the 1st day of January 2008.

Section 3: That the rates and fees in this Resolution shall be automatically increased by 8.2 percent on October 1, 2008, October 1, 2009, and October 1, 2010.

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

ADOPTED this 18th day of October 2007.

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

Kevin W. White
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date Executed

10/19/2007

By: Stephanie Carter
Deputy Clerk



This document approved as to form and legal sufficiency.

By: David L. ...
Title: Asst. County Attorney
Date: Oct. 8, 2007

10/15/2009 CAR 11-41

RESOLUTION NUMBER R2009-212

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PROVIDING A SCHEDULE OF RATES AND FEES FOR ESCAMBIA COUNTY'S SOLID WASTE TRANSFER STATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to the authority of Escambia County Code of Ordinances Section 82-191, the Board of County Commissioners has authority and responsibility to set by resolution rates and fees for disposal of municipal solid waste at County owned disposal facilities; and

WHEREAS, the Board of County Commissioners has now determined that it is necessary and in the best interest of the health, safety, and welfare of the public to adopt a Schedule of Rates and Fees for such disposal of municipal solid waste at the County Transfer Station located at 2910 North Palafox Street; and

WHEREAS, the Board of County Commissioners further finds that this Schedule of Rates and Fees shall become effective on November 1, 2009.

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

Section 1 That the following Schedule of Rates and Fees shall hereby be established as the charges for services at the County Solid Waste Transfer Station:

Schedule of Rates and Fees Beginning November 1, 2009

Transfer Station Fees *\$47.00 per ton

* The disposal fees for Emerald Coast Utilities Authority (ECUA) and City of Pensacola shall be subject to existing contracts until expiration or termination with Allied Waste of North America, LLC and its successor, Republic Services, Inc. In addition, fees for solid waste originating outside of Escambia County and disposed at the Transfer Station by Allied Waste shall be governed by the terms of the operating agreement for the Transfer Station between Allied Waste and County.

Verified By: *K. Ward*
Date: 10/19/09

Section 2 That this approved Schedule of Rates and Fees shall become effective November 1, 2009.

Section 3 That the rates and fees in this Resolution may be increased by further resolution.

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

ADOPTED this 15th day of October, 2009

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA


Marie Young, Chairman

Date Executed

10/15/2009

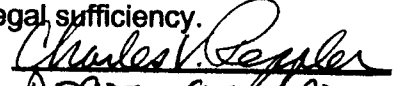
ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court




Doris Harris
Deputy Clerk

BCC Approved 10-15-09

This document approved as to form and legal sufficiency.

By: 
Title: Deputy Cts. Atty
Date: 10/9/09



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1110

County Administrator's Report Item #: 14. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Escambia County Video Visitation and Sheriff's Training Facility, PD 10-11.054

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County Video Visitation and Sheriff's Training Facility - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to A. E. New, Jr., Inc., for the Escambia County Video Visitation and Sheriff's Training Facility, PD 10-11.054, in the amount of \$3,919,200, which includes the base bid and additive alternates 1,2,3,5 and 6.

[Funding: Fund 352, Lost III, Cost Center 540115, Sheriff's Capital Projects, Object Code 56201, Project# 10SH0663]

BACKGROUND:

The solicitation was noticed to more than fifty contractors. Eleven bids and one no bid were received on July 8, 2011.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 540115, Sheriff's Capital Projects, Object Code 56201, Project# 10SH0663]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's standard form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

DESCRIPTION: Escambia County Video Visitation and Sheriff's Training Facility

BID TABULATION		DESCRIPTION: Escambia County Video Visitation and Sheriff's Training Facility									
Bid Opening Time: 3:00 pm CDT		ITB# PD 10-11-054									
Bid Opening Date: 07/08/2011											
Opening Location: Rm 11.407											
NAME OF BIDDER	Cover Sheet Acknow	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addendums	Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Entity Crimes			
Cathay Construction & Development	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes			
Jack Moore & Co.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes			
Birkshire Johnstone LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes			
A.E. New, Jr. Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes			
Wescor Corp.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes			
The Green-Stimmons Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes			
Childers Construction Co.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes			
Morette Co.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes			
Sharpe, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes			
Hewes & Co., LLC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
R.D. Ward Construction Co., Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
BIDS OPENED BY: Joe F. Pillitary, Jr. Purchasing Coordinator		DATE: July 8, 2011									
BIDS WITNESSED BY: Angie Holbrook, SOSA		DATE: July 8, 2011									
BIDS TABULATED BY: Angie Holbrook, SOSA		DATE: July 8, 2011									

CAR DATE 07/21/2011 BOCC DATE 07/21/2011

Note: A "No Bid" was received by Vision Construction Entl., Inc.

The Purchasing Manager/Designee recommends to the BCC: To award a contract to A. E. New, Jr., Inc. in the amount of \$3,919,200 which includes the base bid and alternates 1,2,3,5, and 6. Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager. Posted: 4:30 p.m. CDT on 7/13/2011

JFP/abh



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1082

County Administrator's Report Item #: 14. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Federal Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant Program-JAG Countywide-State Solicitation

From: Catherine A. White

Organization: Court Administration

CAO Approval: Federal Fiscal

RECOMMENDATION:

Recommendation Concerning Federal Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant Program-JAG Countywide-State Solicitation - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Federal Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-JAG Countywide-State Solicitation for the following projects:

A. Approve the following Subgrant Applications to be submitted for funding under the Federal Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant Program-JAG Countywide-State Solicitation, administered by the Florida Department of Law Enforcement:

1. ESCAMBIA COUNTY DRUG COURT TREATMENT PROGRAM - The Court Administrator's Office is seeking funding for treatment services for 17 drug offenders. The amount of the Grant request is;\$78,844;

2. PENSACOLA STATE COLLEGE POLICE DEPARTMENT - Pensacola State College Police Department is seeking to enhance officer and public safety by purchasing video surveillance cameras for the Pensacola campus. The increased use of monitored video surveillance cameras;will;improve officer and public safety, by allowing more efficient use of police resources, faster response to incidences, and improved monitoring of Occupational Health and Safety issues. The amount of the Grant request is \$18,000; and

B. Authorize the Chairman, as the County's representative, to sign the Subgrant Applications, acceptance documents, amendments, and request for payment or other related documents as may be required.

BACKGROUND:

In accordance with the Federal Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant Program-JAG Countywide-State Solicitation guidelines, all agencies interested in requesting grant funds were asked to submit a detailed project proposal for review. The grant review committee reviewed and approved the grant proposals on June 28, 2011.

BUDGETARY IMPACT:

The funds are made available through the Federal Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant Program-JAG Countywide-State Solicitation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval and authorization to execute grant documents.

IMPLEMENTATION/COORDINATION:

Coordination has occurred with all related agencies.

Attachments

2011 07 08\2012-JAGC-1628(1)

2012-JAGC-1595(1).pdf

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Escambia County Board of Commissioners

County: Escambia

Chief Official

Name: Kevin White

Title: Chairman

Address: 221 Palafox Place

City: Pensacola

State: FL **Zip:** 32502

Phone: 850-595-4950 **Ext:**

Fax:

Email: ecsogrants@escambiaso.com

Chief Financial Officer

Name: Ernie Magaha

Title: Clerk

Address: 190 Governmental Center

City: Pensacola

State: FL **Zip:** 32502

Phone: 850-595-4310 **Ext:**

Fax:

Email: magaha@escambiaclerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: First Judicial Circuit

County: Escambia

Chief Official

Name: Robin Wright

Title: Court Administrator

Address: 100 West Maxwell Street

City: Pensacola

State: FL **Zip:** 32501

Phone: 850-595-3055 **Ext:**

Fax: 850-595-3059

Email: robin_wright@co.escambia.fl.us

Project Director

Name: Catherine White

Title: Drug Court Manager

Address: Court Administration
100 West Maxwell Street

City: Pensacola

State: FL **Zip:** 32501

Phone: 850-595-3055 **Ext:**

Fax: 850-595-3059

Email: cathy.white@flcourts1.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: DRUG COURT TREATMENT SERVICES
Subgrant Recipient: Escambia County Board of Commissioners
Implementing Agency: First Judicial Circuit
Project Start Date: 10/1/2011 **End Date:** 9/30/2012

Problem Identification

Problem Identification

Drug-related criminal cases have imposed an enormous burden on court systems. Substance abusing offenders present a challenge to the criminal justice system not just because of their volume, but also because of the interrelated nature of addiction and criminal behavior. Illegal drug use by offenders appears to increase their criminal behavior. Many addicts commit crimes to support their substance abuse habit, while for others, substance abuse reflects more pervasive criminal values and an established criminal lifestyle. Without access to substance abuse treatment, these offenders are likely to relapse and return to criminal activity following release from custody.

Federal, state, and local responses to the drug epidemic have focused on enhanced enforcement and incarceration. These efforts have failed to significantly reduce illegal drug availability or use. At the same time, the costs of jail and prison construction have risen, while drug involved offenders have continued to relapse and return to criminal activities.

The Escambia County Drug Court Program is a partnership between the courts, the Escambia County Department of Corrections, Pretrial Release Program, Office of the State Attorney, Office of the Public Defender, Florida Department of Corrections, and Pathway Addiction Treatment Center, a component of Lakeview Center, Inc. The primary goal of the Drug Court Program is to provide immediate and concerted treatment to the drug offender.

This program is a twelve month, three phase approach to substance abuse. It encompasses the vocational, educational, and spiritual components in conjunction with providing substance abuse treatment. Phase I provides assessment and intensive outpatient treatment plus urinalysis exams. Phase II addresses the participants' receptiveness to substance abuse treatment in an outpatient setting, emphasizing a drug free lifestyle, and developing the mechanisms for coping with stressful situations. Phase III provides ongoing substance abuse support with a focus on the available community resources such as educational and vocational referrals.

This program provides early intervention and serves as a meaningful alternative to incarceration for the offender who can adequately function in the community with support. It is the goal of this program to realize a reduced recidivism rate for those offenders who successfully complete the program. This in turn will provide the offender the basis to build upon to become a productive member of our community.

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Section 2: Project Overview

Problem Description

The Escambia County Drug Court Program is the only non-residential substance abuse treatment program for the entire county. This grant would enable 17 participants to receive treatment services in Escambia County.

Problem Significance

Escambia County has a land area of 662.35 square miles and a population of 311,184. In calendar year 2010, there were 15,468 total arrest reports for new statutory violations and probation violations. Of those arrests, 2,989 were drug arrests, and 1,632 arrests were made for driving under the influence. In the State of Florida, statistics show that over 60% of person arrested are either under the influence of, or have committed the crime to gain access to, drugs and alcohol.

Treatment services are an essential part of the Drug Court Program. Through the treatment process, there are several forms of treatment the offenders receive, which include individualized intake and assessment; intensive outpatient treatment, residential treatment, psycho educational groups; self-help groups; and ancillary treatment tools, such as life skills training and stress management techniques. In addition to drug and alcohol related treatment, offenders are given individual and family counseling to deal with underlying issues of mental illnesses, depression and/or childhood abuse, which could have caused the offender to abuse illegal substances.

Needs Assessment

Due to significant budget cuts caused by the economic recession, drug court funding has been significantly reduced with additional cuts anticipated for next fiscal year. Without sufficient treatment funds available to fund the Escambia County Drug Court Program, it will be impossible to provide the current level of treatment for offenders in Escambia County. This will cause an increase the number of inmates currently in the Escambia County Jail. Approximately 90% of the offenders who enter the Drug Court Program were incarcerated prior to entering the program and were awaiting disposition of their cases. By entering the Drug Court Program these offenders were released from jail which immediately eliminated the cost of housing the inmate.

Project Summary

The initial review of an offender's case is conducted by the Assistant State Attorney to determine if the offender is legally appropriate for the program. The criminal history is reviewed to determine whether the offender meets the criteria established for entry into Drug Court. If the criteria are met, the offender is transported to the Judicial Center for appearance in Drug Court.

Defendants charged with the following offenses are eligible for the program:

- Possession of Controlled Substance
- Purchase of Controlled Substance
- Manufacture of Controlled Substance (e.g. growing cannabis) *rare
- Prescription Forgery
- Introduction of Contraband into the Jail

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Section 2: Project Overview

The following offenses may be considered for admission into drug court if it appears that the causal factor involved is a drug addiction and restitution is recoverable at some point in the foreseeable future. Wherever practicable, victim approval for admission must be obtained:

Thefts
Forgeries
Uttering Forgeries
Worthless Checks
Burglaries
Dealing in Stolen Property

Defendants will be allowed admission to drug court upon entry of a no contest plea to the instant charges and, as a condition of probation, successfully complete the drug court program.

Upon acceptance into Drug Court, clients participate in an administrative intake process consisting of the collection of identifying data, determination of financial status, and signature of a consent for treatment. In addition, each client participates in a clinical assessment consisting of the following: a psychosocial assessment, a psychiatric assessment where indicated, alcohol/drug use history, discussion of an initial treatment plan, a review of the program schedule, completion of appropriate release of information forms as well as any legal requirements for documentation and follow-up. The client completes a medical history checklist which is reviewed and, if needed, a referral for a physical is made.

The Florida Department of Corrections has assigned to the Drug Court dedicated probation officers who work in conjunction with the treatment agency and the offender. A home study is conducted on a monthly basis and regular office visits occur. The focus of the probation officer is on the vocational, educational and employment component of treatment. The probation officer and the court liaison for treatment serve as case managers for the offender and have weekly contact with the offender.

Project Summary (Scope of Work)

Goals and Objectives

The mission of the Escambia County Drug Court is to reduce substance abuse and criminal behaviors by providing opportunities and linkages to county resources to help clients lead healthy, productive lives, resulting in stronger families and increased public safety. In order to accomplish this mission, the following goals and objectives have been identified:

- * Provide 17 offenders with psychosocial assessments during the grant period
- * Provide 17 offenders with treatment services during the grant period
- * Provide 17 offenders with rehabilitation services during the grant period
- * Estimate 11 offenders will successfully complete the Drug Court Program during the grant period.

The achievement of these goals will be measured using interviews, arrest records, court records and surveys.

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Treatment and Prevention Projects- Service Provider information:

The service provider is Pathway Addiction Treatment Center, a component of Lakeview Center, Inc. which is a non-profit corporation authorized to do business in the State of Florida with administrative offices at 1221 W. Lakeview Center, Pensacola, Florida 32501. Enclosed are the sole source documentation and proposed contract.

After the initial intake, the client begins attending the Drug Court Treatment Program located at Pathway Addiction Treatment Center, a component of Lakeview Center, Inc. Pathway utilizes a multi-faceted, graduated intensity approach including professional counseling, peer support, community support systems, aftercare groups, and professional referrals. An assessment of high risk behaviors is part of the initial assessment at the time of intake. A referral system is established for HIV related issues such as education and counseling. Testing is provided upon request of the client and through referral. A clinical chart is developed for all clients and documentation is contained therein. Assessments, treatment plans, progress notes, urinalysis results, and discharge summaries are maintained in the client chart.

The following services are provided by the treatment agency:

Phase I: Approximately 12 weeks of intensive outpatient treatment using a day-treatment model. Services include a minimum of 4 hours of programming (e.g. cognitive restructuring, Twelve Step Program, and drug and alcohol education) at least 3 days per week. Services allow program participants to attend treatment sessions either during the day or in the evening to accommodate individuals who are working. Treatment further includes at least 3 hours of group treatment, 3 days per week, and urinalysis testing twice weekly.

Phase II: Approximately 3-4 months (dependant upon individual's progress) of moderately intensive outpatient treatment. Services include a minimum of 8 hours of programming per week. Treatment includes at least 3 hours of group treatment twice weekly and urinalysis testing at least once weekly or as needed.

Phase III: Approximately 6 months of less intensive outpatient treatment. Services include a minimum of 3 hours of programming per week including at least 1 1/2 hours of group treatment twice weekly, and urinalysis testing once weekly, or as needed.

The Department of Health and Rehabilitative Services Alcohol, Drug, and Mental Health Program has provided funding for numerous short and long term residential treatment beds for clients determined to be unable to adequately function in Drug Court on an outpatient basis. This has afforded the benefits of the Drug Court Program to those who otherwise would not be eligible for participation.

Throughout the year the individual is given status call court dates for the Court to review the offender's treatment progress. Pathway provides detailed status call reports for each client at every court appearance. Phase I clients attend court once per week, Phase II once every other week, and Phase III once every three weeks. This enables the judge to provide support to the clients as needed and to institute sanctions if recommended by treatment. It further provides the client with a sense of continuity and identification within the program. Rather than feeling "lost in the system," the client learns the judge knows of, and has an interest in, his/her situation. This aspect allows the courtroom to

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become a therapeutic environment for the participants.

The Court will determine the satisfactory progress of the client. Consistent positive urinalysis and/or nonattendance of treatment sessions could result in the client's incarceration in jail. Once released from jail the offenders will resume their participation.

The Drug Court Program offers the offender the opportunity not only to participate in an intensive drug treatment program, but provides him/her the opportunity to receive vocational and educational training. It is the goal of the Court that the offender remain drug free and become a productive member of the community. It is our hope that this project permanently interrupts the cycle of criminal activity, arrest, prosecution, conviction, incarceration, and violence on the part of the offender.

Cooperating and Participating Agencies/Task Force Agreements:

The Escambia County Drug Court Program is a partnership between the courts, the Escambia County Department of Corrections, Pretrial Release Program, Office of the State Attorney, Office of the Public Defender, Florida Department of Corrections, and Pathway Addiction Treatment Center, a component of Lakeview Center, Inc.

Project Activities/Administration

The offender is arrested and referred to the Escambia County Drug Court Program. The state attorney and the judge review the case for approval of eligibility. The public defender meets with the offender and reviews legal issues. A plea is accepted and the offender is referred to treatment for an assessment.

Upon acceptance into the Escambia County Drug Court Program he/she immediately begins treatment. During each phase of treatment the offender is required to attend treatment, court, and report to the Department of Corrections probation office or community control office at least once during the month. The client/offender is expected to participate in outside community support meetings. Random urinalysis are performed at least once a week.

Upon successful completion of the treatment program, the state attorney and the probation officer recommends the offender for graduation from the Drug Court Program. All offenders must be approved by the judge in order to schedule a graduation date. At graduation, a key chain and a certificate is presented to the offender.

Target Groups, Clients and Participants

The offenders who will be receiving treatment will be offenders who have committed a drug related crime. The offenders are charged with purchase, possession, or manufacturing of a controlled substance, prescription forgery, introduction of contraband into jail, thefts, forgeries, uttering forgeries, worthless checks, burglaries, dealing in stolen property. Violation of probation is accepted.

Project Results

Successful completion of the offender in staying drug-free for 90 days prior to their completion of the program.

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Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

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Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 005 - Drug Treatment Programs

State Purpose Area: A - State/Local Initiatives - Coordinate/Organize Local Initiatives/State Initiatives

Activity Description

Activity: Assessment
Target Group: Drug Offenders
Geographic Area: Statewide
Location Type: Other

Activity Description

Activity: Drug Court
Target Group: Drug Offenders
Geographic Area: Statewide
Location Type: Other

Activity Description

Activity: Drug Testing
Target Group: Drug Offenders
Geographic Area: Statewide
Location Type: Other

Activity Description

Activity: Group Therapy
Target Group: Drug Offenders
Geographic Area: Statewide
Location Type: Other

Objectives and Measures

Objective: 02.A.SI - Number of new local initiatives planned

Measure: Part 1
Number of new local initiatives planned

Goal: 1

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Section 3: Performance

Measure: Part 2

Number of new local initiatives to be implemented

Goal: 1

Objective: 03.A.DS* - Number of program participants receiving services

Measure: Part 1

Number of program participants to receive services during the grant period

Goal: 17

Measure: Part 2

Number of program participants to receive services during each reporting period

Goal: 17

Objective: 05.A.DS* - Number of program slots offered through initiatives

Measure: Part 1

Number of program slots to be available at the start of the grant period

Goal: 17

Measure: Part 2

Number of program slots to be created during the grant period using funds from this grant

Goal: 0

Objective: 06.A.BT* - Number of program participants who completed services

Measure: Part 1

Number of program participants to complete services during the grant period

Goal: 11

Measure: Part 2

Number of program participants who will exit services during the grant period (complete or not complete)

Goal: 17

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Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: Pathway Addiction Treatment Center
6425 North Pensacola Boulevard
Building 2
Pensacola, Florida 32505-1701

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Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000598

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$59,500.00	\$0.00	\$59,500.00
Expenses	\$19,344.00	\$0.00	\$19,344.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$78,844.00	\$0.00	\$78,844.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

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Section 4: Financial (cont.)

Budget Narrative:

Contractual Services: \$59,500

A total of \$59,500 will be contracted to a treatment agency to provide substance abuse out-patient treatment, case management, court liaison services, and urinalysis. A total of 17 offenders will receive a minimum of one year of treatment services in the Drug Court Program.

The cost of the treatment slot is \$3,500

One Unit - Four Hours of Service

Assessment = One each (includes substance abuse evaluation and intake assessment)

Contractual Services	\$59,500
Assessments-17 units @ \$200/unit	\$ 3,400
Treatment Sessions-1,020 units @ \$55/unit =	\$56,100

Expenses \$19,344

One-Way Bus Passes for Treatment:

4,400 bus passes @ \$1.75/each = \$7,700

Synthetic Cannabinoids (spice) Test Kit

100 kits @ \$37.50/kit = \$3,750

Designer Stimulant (bath salts) Test Kit

100 kits @ \$50/kit = \$5,100

Methadone Urinalysis Test Strips

12 boxes (25e) @ \$14.75/bx = \$177

Ultram Urinalysis Test Strips Test Kit

107 kits @ \$11/kit = \$1,177

Adulteration Test Strips

100 boxes (25e) @ \$10/bx = \$1,000

Breathalyzer Mouth Pieces

2 boxes (1,000e) @ \$220/bx = \$440

Total Budget \$78,844

Enclosed is the proposed contract.

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Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: \$1,000

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: Assessment - One per unit @ \$200/unit
Treatment Services - Four hours per unit @ \$55/unit

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (<http://www.ojp.usdoj.gov/financialguide/index.htm>) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (<http://www.ojp.usdoj.gov/BJA/grant/jag.html>) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**

- **Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": <https://www.flrules.org/>**
- **Office of Management and Budget (OMB) Circulars: <http://www.whitehouse.gov/omb/circulars>**
 - **A-21 (2 CFR 220), "Cost Principles for Educational Institutions"**
 - **A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"**
 - **A-102, "Grants and Cooperative Agreements with State and Local Governments"**
 - **A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"**
 - **A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"**
 - **A-133, "Audits of States, Local Governments, and Non-Profit Organizations"**
- **Code of Federal Regulations: <http://www.gpoaccess.gov/cfr/index.html>**
 - **28 CFR 38, "Equal Treatment for Faith-Based Organizations"**
 - **28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)**
 - **28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"**
 - **28 CFR 18, 22, 23, 30, 35, 42, 61, and 63**
- **Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: <http://www.ojp.usdoj.gov/BJA/grant/jag.html>**
- **United States Code: <http://www.gpoaccess.gov/uscode/index.html>**
 - **42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"**

2. **Allowable Costs**

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according

to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within 15 days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

- (2) Report Contents: Performance reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.

- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.

- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- (e) Reports are to be submitted even when no reimbursement is being requested.

- (2) The Financial Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination date.

- (3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department within 31 days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue

submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. Other Reports

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

10. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

12. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and

- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat. , "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,

- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat. , and

made or received by the subgrant recipient or its contractor in conjunction with this agreement.

- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

25. Signature Authority

The Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative, who sign the Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the Department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrant recipient or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting

for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U S Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. 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. § 7 94); 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); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

- b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- f. In the event a Federal or State court of 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.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, 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).

35. Immigration and Nationality Act

No public funds will intentionally be awarded 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 Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses

requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

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 the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated

glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice 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 LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

44. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors 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.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of

Violating Facilities and that it will notify the Department 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.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all 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 Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the

"Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

62. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

63. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.**

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Clayton H. Wilder, Community Program Administrator

Date: _____

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Escambia County Board of County Commissioners

Signature: _____

Typed Name and Title: Kevin W. White, Chairman

Date: July, 2011

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Court Administration, First Judicial Circuit

Signature: _____

Typed Name and Title: Robin M. Wright, Trial Court Administrator

Date: July, 2011

ATTEST: ERNIE LEE MAGAHA
Clerk Of The Circuit Court
By _____
Deputy Clerk

CERTIFICATION FORM

Recipient Name and Address: Court Administration, First Judicial Circuit, 100 W. Maxwell St., Pensacola, FL 32501
Grant Title: Drug Court Treatment Services Grant Number: 2012-JAGC-1628 Award Amount: \$78,844
Contact Person Name and Title: Catherine A. White, Drug Court Manager Phone Number: (850) 595-3055

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7 Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- | | |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees, | <input type="checkbox"/> Recipient is an Indian tribe, |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or |
| <input type="checkbox"/> Recipient is a medical institution, | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title

Signature

Date

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Robin M. Wright **[responsible official]**, certify that the Court Administration, First Judicial Circuit **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Human Resources **[organization]**, at 221 Palafox Place, Pensacola, Florida 32502 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Robin M. Wright, Trial Court Administrator
Print or type Name and Title

Signature

July, 2011
Date

CERTIFICATION FORM

Recipient Name and Address: Court Administration, First Judicial Circuit, 100 W. Maxwell St., Pensacola, FL 32501
Grant Title: Drug Court Treatment Services Grant Number: 2012-JAGC-1628 Award Amount: \$78,844
Contact Person Name and Title: Catherine A. White, Drug Court Manager Phone Number: (850) 595-3055

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7 Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- Recipient has less than 50 employees,
- Recipient is a non-profit organization,
- Recipient is a medical institution,
- Recipient is an Indian tribe,
- Recipient is an educational institution, or
- Recipient is receiving an award less than \$25,000

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title _____ Signature _____ Date _____

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Kevin W. White **[responsible official]**, certify that the Escambia County Board of County Commissioners **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Human Resources **[organization]**, at 221 Palafox Place, Pensacola, Florida 32502 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Kevin W. White, Chairman _____ July, 2011
Print or type Name and Title _____ Signature _____ Date _____

OMB Approval No. 1121-0140 Expiration Date: 12/31/12

ATTEST: ERNIE LEE MAGAHA
Clerk Of The Circuit Court
By _____
Deputy Clerk

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program**

**Form Provided by the U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS,
OFFICE OF THE COMPTROLLER**

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. 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-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program**

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after the conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N W, Washington, D C 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check here If there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here If the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE 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-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N W., Washington, D C 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, Florida 32502

2. Project Name: Drug Court Treatment Services

3. Typed Name and Title of Authorized Representative: Kevin W. White, Chairman

4. Signature: _____ 5. Date: July, 2011

ATTEST: ERNIE LEE MAGAHA
Clerk Of The Circuit Court
By _____
Deputy Clerk

**SOLE SOURCE JUSTIFICATION FOR SERVICES AND EQUIPMENT REQUEST
FOR APPROVAL FORM**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Name of Subgrant Recipient: Escambia County Board of County Commissioners

Authorized Official for Subgrant Recipient or Implementing Agency

Typed Name of Authorized Official: Kevin W. White

Typed Title: Chairman

Signature:

Telephone Number (850) 595-4900

Date: July , 2011

1. Briefly describe the proposed contractual services and/or equipment and how it relates to your program.
2. Explain your reasons for proposing to contract with, or purchase from, a non-competitive sole source. Address the expertise of the contractor, management, responsiveness, program knowledge and experience of contract personnel. Also provide the results of a market survey to determine competition availability or address why a market survey was not conducted.
3. Indicate the contract period and explain the potential impact on contract deliverables if due dates are not met. Relate this information to the approval period for your grant award. Estimate the time and cost to hire a competent replacement should the current contractor default.
4. Describe what is unique about the project and the proposed sole source contractor that would warrant a sole source contract.
5. Explain any other points you believe should be covered to support your request for a sole source contract.
6. Make a declaration that the action to be taken is in the "best interest" of the subgrant recipient and the implementing agency.

NOTE:

- *If sole source procurement of contractual services and/or equipment is \$100,000 or more, justification for sole source procurement must be submitted to the Department of Law Enforcement for approval.*
- *All the foregoing components must be addressed. Start on the next page and use continuation pages as necessary.*
- *If the sole source procurement is less than \$100,000, the applicant should complete this form and maintain it in the program files available for monitoring and for audit.*

ATTEST: ERNIE LEE MAGAHA
Clerk Of The Circuit Court
By _____ Deputy Clerk

**SOLE SOURCE JUSTIFICATION FOR SERVICES AND EQUIPMENT REQUEST
FOR APPROVAL FORM**

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program**

(Continuation Page ____.)

**AGREEMENT FOR ESCAMBIA COUNTY ADULT DRUG
COURT TREATMENT PROGRAM BETWEEN ESCAMBIA
COUNTY, FLORIDA AND LAKEVIEW CENTER, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as the "County"), and Lakeview Center, Inc. a non-profit corporation authorized to do business in the State of Florida with administrative offices at 1221 W. Lakeview Center, Pensacola, Florida 32501, and which tax identification number is 59-073787-2, (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County has been awarded grant funds from the Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant, (Hereinafter referred to as the "Grantor"), to provide funding for drug court treatment program for Escambia County; and

WHEREAS, the Contractor has agreed to provide drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program, (hereinafter referred to as the "Program"), not to exceed \$77,000, with a cost of \$3,500.00 per offender; and

WHEREAS, the Contractor offers to furnish such specialized professional psychological services that are not otherwise available to the County directly, and the County wishes to avail itself of such expertise for this Program.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
Recitals

- 1.1** The recitals and all statements contained herein are hereby incorporated into and made a part of this Agreement.

ARTICLE 2
Scope of Services

- 2.1** The Contractor shall provide the professional psychological services described in the Scope of Services, attached hereto as "Exhibit A" and incorporated by reference herein, to assist the County in providing drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program.

- 2.2 Unless otherwise specified, these services shall be completed in accordance with the standard care in the profession of psychology at the time such services are rendered, or in accordance with the County standards, as applicable.
- 2.3 Such psychological services, generally, shall include those professional services performed by a licensed psychologist, its employees, subcontractors, and any other services specifically included herein.

ARTICLE 3
Subcontractors and Additional Programs

- 3.1 The County approves the use of subcontractors by the Program. In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the County may require the prior written approval before employment of such subcontractors.

ARTICLE 4
Term of the Contract and Time Requirements

- 4.1 This Agreement shall become effective upon the approval of the Board of County Commissioners and will remain in effect for a period of one (1) year or until expiration of the Agreement between Escambia County, Florida and the United States Department of Justice and Florida Department of Law Enforcement. The Agreement may be renewed for three (3) additional one (1) year periods upon mutual agreement of the parties. The Contractor shall promptly begin and shall diligently provide the professional psychological services contemplated herein in accordance with the Scope of Work, attached hereto as "Exhibit A", so that the County may timely achieve its objective.
- 4.2 These psychological services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Program.
- 4.3 Prior to beginning the performance of any services under this Agreement, the Contractor must receive in writing a Notice to Proceed from the County's Contract Administrator.

ARTICLE 5
Compensation and Method of Billing and Payment

- 5.1 **Compensation:** The County agrees to pay the Contractor, as compensation for its professional psychological services under Article 2, a fee pursuant to "Exhibit B", which is attached hereto and incorporated by reference herein. The total fee for all such services, to be performed by the Contractor, including costs, payments to subcontractors, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount not to exceed \$77,000. The cost per offender shall be \$3,500. Final payment will be subject to approval by the Board of County Commissioners.

5.3 Direct Expenses: Direct expenses are those expenses directly attributable to the Contractor, which will be exclusively borne by the Contractor, and which will include, but not be limited to the following:

- (a) Transportation expenses in connection with the Program.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, reports, and specifications, which are required by or of the Contractor to deliver the services set forth in this Agreement.
- (e) Cost of any computer software or hardware used or developed for the Contractor.
- (f) Any and all other expenses of any kind or type.

5.4 Method of Billing and Payment:

- (a) The Contractor may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Contractor shall submit such monthly statements identifying the nature of the work performed. Estimates shall be made monthly of the amount and value of the work accomplished and services performed by the Contractor, which meet the standards established under this Agreement. The estimates shall be prepared by the Contractor and accompanied by such supporting data as required by the County.
- (b) The County agrees that it shall pay the Contractor within twenty (20) business days of receipt of the Contractor's statement provided that the invoice is correct and is consistent with the terms of this Agreement.
- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.
- (d) The County agrees to receive the Federal Program funds and to reimburse the Contractor on a monthly basis for expenditures involving federal funding, not to exceed the maximum amount of federal funds awarded.
- (e) The Contractor shall be responsible for reimbursing the County for all funds spent in violation of this Agreement or disallowed by the Grantor for reimbursement.

5.5 Additional Services and Changes in the Scope of Work: The County or the Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Work provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

5.6 Notices:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, all notices, payments, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a change of address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and notices to Contractor shall be sent to:

Lakeview Center, Inc.
1221 West Lakeview Avenue
Pensacola, Florida 32501

(d) Notices to County shall be sent to:

Charles R. "Randy" Oliver
County Administrator
Post Office Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
Cooperation of the County

- 6.1 It shall be the obligation of the County to provide the Contractor with all reasonably required information, and other records necessary to successfully execute the Program.
- 6.2 The County shall give prompt written notice to the Contractor whenever the County observes or otherwise becomes aware of any development that affects the scope of timing or the Contractor's services, or any defect in the work of the Contractor.

ARTICLE 7
Program's Responsibilities

- 7.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by their personnel officer setting forth the provisions of this equal opportunity clause.
- 7.2 The Contractor and its employees, agents, and any subcontractors and their employees and agents, shall be deemed to be independent and not agents or employees of the County; shall not attain any rights or benefits under the Civil Service or retirement or health benefits of the State of Florida, or any right generally afforded classified or unclassified employees, and furthermore, shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the County.

ARTICLE 8
General Provisions

8.1 Termination:

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination date, including all reimbursable expenses then due or incurred to the date of termination.

- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable State of Florida rules, laws, regulations, and County ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Contractor abandons this Agreement or causes it to be terminated, the Program shall indemnify the County against any loss pertaining to this termination up to a maximum of the full contracted fee amount of the Contractor.
- (d) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

8.3 **Records:**

- (a) The Contractor shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries charged to this Program and any expenses for which the Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Contractor fails to abide by the provision of Chapter 119, the County may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period the Contractor still fails to allow access to such document, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing to the Contractor (excluding monies owed the Contractor for subcontractor work).

8.4 **No Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration

contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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

8.6 Hold Harmless and Indemnification of County:

(a) **Hold Harmless:** The Contractor agrees to hold harmless, indemnify, and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorney fees and paralegal fees, for an expense, damage, or liability incurred by any of them, direct or consequential damages, arising directly or indirectly, on account of or in connection with the Contractor's performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person for whom the Contractor is legally liable.

(b) **Indemnification:** The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of the County, as well as provide a legal defense for the County both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8.7 Insurance: The Contractor is required to carry the following insurance:

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

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

- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A-" rated with a minimum financial size of VII, according to the A.M. Best Key Rating Guide Latest Edition. Liability policies shall be underwritten on the occurrence basis, except the professional impairment coverage may be provided on a claim made basis. Escambia County and the Board of County Commissioners shall be "additional insured" on all liability policies (except professional liability). Certificate of insurance shall be provided to Joe Pillitary, Purchasing Manager, Post Office Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

8.8 Representative of County and Program:

- (a) It is recognized that questions in the day-to-day conduct of the Program will arise. The Contract Administrator, upon request by the Contractor in writing, shall state the persons to whom all communications pertaining to the day-to-day conduct of the Program shall be addressed.
- (b) The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the Program shall be addressed.

8.9 All Prior Agreements Superseded:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 8.10 Truth-in-Negotiation Certificate:** The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 8.11 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.
- 8.12 Gratuities:** Neither the Contractor nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Contractor acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Contractor, the Contractor agrees to abide with such statutes.
- 8.13 Conflict of Interest:** The Contractor hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance, which it believes that any officer, employee, or agent of the Program now has or will have. The Contractor shall make disclosure contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor. The Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46, of the Escambia County Code of Ordinances.
- 8.14 Survival:** All other provisions, which, by their inherent character, sense, and contest are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 8.15 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.
- 8.16 Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meaning, are used in accordance with such recognized meaning. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (a) If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Contractor shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

8.18 Compliance with Laws: The Contractor shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Contractor shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

8.19 Participation in Other Proceedings: At the County's request, the Contractor shall allow itself to be joined as a party in any legal proceeding that involves the County regarding any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

8.20 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

8.21 No Waiver: The failure of the Contractor or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County Florida through its Board of County Commissioners, signing by its duly authorized chairman and Lakeview Center, Inc. through its duly authorized President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

ATTEST: ERNIE LEE MAGAHA
Clerk to the Circuit Court

By: _____
Kevin W. White, Chairman

By: _____

Date: _____

(Seal)

BCC Approved: _____

CONTRACTOR:
Lakeview Center, Inc. a non-profit corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
President

By: _____
Secretary

Date: _____

(Seal)

EXHIBIT A - SCOPE OF WORK:

The Escambia County Drug Court is a partnership between the courts, the Escambia County Department of Corrections, Pretrial Release Program, Office of the State Attorney, Public Defender's Office, Florida Department of Corrections, and Pathway Addiction Treatment Center. The primary goal of the drug court is to provide immediate and concerted treatment to the drug offender.

This program is a twelve month, three phase approach to substance abuse. It encompasses the vocational, educational and spiritual components in conjunction with providing substance abuse treatment. Phase I provides assessment and intensive outpatient treatment plus urinalysis exams. Phase II addresses the participants' receptiveness to substance abuse treatment in an outpatient setting, emphasizing a drug free lifestyle, and developing the mechanisms for coping with stressful situations. Phase III provides ongoing substance abuse support with a focus on the available community resources such as educational and vocational referrals.

This program provides early intervention and serves as a meaningful alternative to incarceration for the offender who can adequately function in the community with support. It is the goal of this program to realize a reduced recidivism rate for those offenders who successfully complete the program. This in turn will provide the offender the basis to build upon to become a productive member of our community.

Upon acceptance into Drug Court, clients participate in an administrative intake process at Pathway Addiction Treatment Center a component of Lakeview Center, Inc. consisting of the collection of identifying data, determination of financial status, and signature of consent for treatment. In addition each client participates in a clinical assessment consisting of the following: a psychosocial assessment, a psychiatric assessment where indicated, alcohol/drug use history, discussion of an initial treatment plan, a review of the program schedule, completion of appropriate release of information forms as well as any legal requirements for documentation and follow-up. The client completes a medical history checklist which is reviewed and if needed a referral for a physical is made.

After the initial intake the client begins attending the drug court treatment program located at Pathway Addiction Treatment Center. Pathway utilizes a multi-faceted, graduated intensity approach including professional counseling, peer support, community support systems, aftercare groups, and professional referrals. An assessment of high risk behaviors is part of the initial assessment at the time of intake. A referral system is established for HIV related issues such as education and counseling. Testing is provided upon request of the client and through referral. A clinical chart is developed for all clients and documentation is contained therein. Assessments, treatment plans, progress notes, urinalysis results and discharge summaries are maintained in the client chart.

The following services are provided by the treatment agency:

Phase I: Approximately 12 weeks of intensive outpatient treatment using a day-treatment model. Services include a minimum of 4 hours of daily programming (e.g. cognitive restructuring, Twelve Step Program, and drug and alcohol education) at least 3 days per week. Services allow program participants to attend treatment sessions either during the day or in the evening to accommodate individuals who are working. Treatment further includes at least 4 hours of group treatment, 3 days per week, and urinalysis testing twice weekly.

Phase II: Approximately 3-4 months (dependant upon individual's progress) of moderately intensive outpatient treatment. Services include a minimum of 8 hours of programming per week. Treatment includes at least 2 hours of group treatment, 3 days per week, and urinalysis testing at least once weekly or as needed.

Phase III: Approximately 6 months of less intensive outpatient treatment. Services include a minimum of 3 hours of programming per week including at least 1 ½ hours of group treatment, 2 days per week, and urinalysis testing once weekly, or as needed.

Throughout the year the individual is given status call court dates for the Court to review the offender's treatment progress. Pathway provides detailed status call reports for each client at every court appearance. Phase I clients attend court once per week, phase II once every other week, and phase III once every three weeks. This enables the judge to provide support to the clients as needed and to institute sanctions if recommended by treatment. It further provides the client with a sense of continuity and identification within the programs. Rather than feeling "lost in the system", the client learns the judge knows of and has an interest in his/her situation. This aspect allows the courtroom to become a therapeutic environment for the participants.

EXHIBIT B

FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – JAG Countywide – State Solicitation “Escambia County Drug Court Treatment Services”
\$59,500

To be billed monthly based for services provided. Invoices are to be submitted to Court Administration for number of treatment sessions and assessments per client.

OTHER FUNDING:

Other funding sources may be used once the slots are full. A new Purchase Order will be submitted once slots have been agreed upon by Lakeview Center, Inc. and Court Administration not to exceed \$17,500.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Escambia County Board of Commissioners

County: Escambia

Chief Official

Name: Kevin White

Title: Chairman

Address: 221 Palafox Place

City: Pensacola

State: FL **Zip:** 32502

Phone: 850-595-4950 **Ext:**

Fax:

Email: ecsogrants@escambiaso.com

Chief Financial Officer

Name: Ernie Magaha

Title: Clerk

Address: 190 Governmental Center

City: Pensacola

State: FL **Zip:** 32502

Phone: 850-595-4310 **Ext:**

Fax:

Email: magaha@escambiaclerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Board of Trustees of Pensacola State College

County: Escambia

Chief Official

Name: Edward Meadows

Title: President

Address: 1000 College Boulevard

City: Pensacola

State: FL **Zip:** 32504

Phone: 850-484-1700 **Ext:**

Fax: 850-484-1840

Email: emeadows@pensacolastate.edu

Project Director

Name: Hank Shirah

Title: Director of Public Safety

Address: 1000 College Boulevard

City: Pensacola

State: FL **Zip:** 32504

Phone: 850-484-2500 **Ext:**

Fax:

Email: hshirah@pensacolastate.edu

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: VIDEO SURVEILLANCE CAMERAS AND ELECTRONIC ACCESS SYSTEM
Subgrant Recipient: Escambia County Board of Commissioners
Implementing Agency: Board of Trustees of Pensacola State College
Project Start Date: 10/1/2011 **End Date:** 9/30/2012

Problem Identification

Pensacola State College Police Department is one of three of the 28 Florida community colleges with certified and independent police department on campus.

Community college police departments must be funded out of each college's general operating budget, as determined by the Florida Legislature. Current economic constraints on the state budget do not allow for adequate funding to meet and maintain, let alone expand the capacity to address, critical security mandates on campus. Utilization of the external funding possible through this grant will allow the Pensacola State College Police Department to provide a higher level of safety for the campus community.

The use of electronic access system/video surveillance cameras on the Pensacola campus would allow collection of essential data necessary for both crime prevention and crime prosecution, capture necessary evidence of criminal activity, and improve officer safety and the safety to the community we serve. Grant funds would be used to purchase a computer, monitors, cameras and electronic access equipment which would make it possible to determine areas of concern, if suspects are still in an area or to determine if hostages were being held, to reduce crime, to assist in prosecution, and to improve safety for faculty, staff, students, visitors, and property.

Pensacola State College Police Department's goal is to have video surveillance cameras in main areas in buildings and electronic access in buildings Pensacola campus.

In the case of an active shooter or hostage scenario, video surveillance cameras would allow emergency response teams from outside agencies the ability to determine if suspects are still in an area or if hostages are being held. Electronic access would allow the college to control ingress, egress and track usage.

On campus, video surveillance cameras would collect essential data, assist in providing evidence, reduce crime, and improve safety for students, faculty, staff, and property.

Video surveillance cameras used in concert with electronic access would allow for more efficient use of limited police resources, faster response to incidences, plus better monitoring of both safety and security issues.

Project Summary (Scope of Work)

Purchase of video surveillance system and electronic access equipment for the Pensacola campus to improve officer safety and the safety to the campus community. Cameras and their necessary supporting equipment and installation fees, would make it possible to

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Section #2 Page 1 of 3

Contract -JAGC-ESCA- - -

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

use smart policing techniques to obtain evidence and create essential data, as well as allowing Pensacola State College to reduce crime and to improve safety for faculty, staff, students, visitors, and property.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law Enforcement Programs

State Purpose Area: E - Equipment Supplies - Purchase Equipment/Supplies

Activity Description

Activity: Equipment and Supplies
Target Group: Equipment and Supplies
Geographic Area: Urban
Location Type: University

Objectives and Measures

Objective: 25.E.SI - Amount of funds expended on equipment and/or supplies

Measure: Part 1

Amount of funds to be expended to purchase equipment and/or supplies

Goal: 18,000.00

Objective: 52.E.SI - Number of equipment items purchased with JAG funds by type of equipment

Measure: Part 12

How many pieces of video observation equipment (station, community, pole cams, etc.) will be purchased?

Goal: 9

Measure: Part 16

How many other pieces of equipment or supplies will be purchased?

Goal: 9

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000598

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$18,000.00	\$0.00	\$18,000.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$18,000.00	\$0.00	\$18,000.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial (cont.)

Budget Narrative:

Video Surviellanc Cameras and Electronic Access System

Indoor Video Security Cameras, with mounts and Hardware
7 @ \$1,208.74 \$8,461.18

Wiring /Plenum/Specialty: Cat 5
2 @ \$342.10 \$684.20

Outdoor Video Security Cameras, with mounts and Hardware
2 @ \$1,493.17 \$2,986.34

Electronic Access System to include all materials and supplies for one building
\$3,701.00

Installation and Labor \$2,167.28

Total \$18,000.00

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: \$5,000.00

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (<http://www.ojp.usdoj.gov/financialguide/index.htm>) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (<http://www.ojp.usdoj.gov/BJA/grant/jag.html>) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**
 - **Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": <https://www.flrules.org/>**
 - **Office of Management and Budget (OMB) Circulars: <http://www.whitehouse.gov/omb/circulars>**
 - **A-21 (2 CFR 220), "Cost Principles for Educational Institutions"**
 - **A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"**
 - **A-102, "Grants and Cooperative Agreements with State and Local Governments"**
 - **A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"**
 - **A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"**
 - **A-133, "Audits of States, Local Governments, and Non-Profit Organizations"**
 - **Code of Federal Regulations: <http://www.gpoaccess.gov/cfr/index.html>**
 - **28 CFR 38, "Equal Treatment for Faith-Based Organizations"**
 - **28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)**
 - **28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"**
 - **28 CFR 18, 22, 23, 30, 35, 42, 61, and 63**
 - **Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: <http://www.ojp.usdoj.gov/BJA/grant/jag.html>**
 - **United States Code: <http://www.gpoaccess.gov/uscode/index.html>**
 - **42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"**
2. **Allowable Costs**
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
 - b. All procedures employed in the use of federal funds for any procurement shall be according

to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within 15 days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

- (2) Report Contents: Performance reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (e) Reports are to be submitted even when no reimbursement is being requested.

- (2) The Financial Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination date.
- (3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department within 31 days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue

submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. **Other Reports**

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

10. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

12. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and

- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules.;" § 215.97, Fla. Stat. , "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,

- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
- (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and

made or received by the subgrant recipient or its contractor in conjunction with this agreement.

- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

25. Signature Authority

The Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative, who sign the Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the Department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrant recipient or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting

for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. 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. § 7 94); 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); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

- b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- f. In the event a Federal or State court of 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.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, 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).

35. Immigration and Nationality Act

No public funds will intentionally be awarded 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 Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses

requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

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 the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated

glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice 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 LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

44. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors 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.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of

Violating Facilities and that it will notify the Department 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.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all 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 Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the

"Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

62. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

63. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.**

State of Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Clayton Wilder, Program Administrator _____

Date: _____

Subgrant Recipient Authorizing Official of Governmental Unit (Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Escambia Board of Commissioners _____

Signature: _____

Typed Name and Title: Kevin W. White, Chairman _____

Date: _____

Implementing Agency Official, Administrator or Designated Representative

Typed Name of Implementing Agency: The Board of Trustees of Pensacola State College _____

Signature:  _____

Typed Name and Title: Edward Meadows, President _____

Date: 7/7/11 _____

ATTEST: ERNIE LEE MAGAHA
Clerk Of The Circuit Court
By _____ Deputy Clerk

CERTIFICATION FORM

Recipient Name and Address: The Dirstrict Board of Trustees Pensacola State College, 1000 College Blvd. Pensacola, F 32504

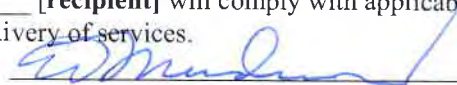
Grant Title: Edward Byrne Memorial Justice Assistance Grant Grant Number: JAGC1112 Award Amount: \$18,000.00

Contact Person Name and Title: Hank Shirah, Chief of Police/Director Public Safety Phone Number: (850) 484-2500

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- | | |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees, | <input type="checkbox"/> Recipient is an Indian tribe, |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input checked="" type="checkbox"/> Recipient is an educational institution, or |
| <input type="checkbox"/> Recipient is a medical institution, | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, Edward Meadows, Presiden [responsible official], certify that
The District Board of Trustees of Pensacola State College [recipient] is not required to
prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that
The District Board of Trustees of Pensacola State College [recipient] will comply with applicable Federal civil rights
laws that prohibit discrimination in employment and in the delivery of services.
Edward Meadows, President  7/7/11
Print or type Name and Title Signature Date

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that
the _____ [recipient], which has 50 or more
employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an
EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and
signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in
the office of: _____ [organization],
at _____ [address], for review by the public and
employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of
Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Print or type Name and Title Signature Date

**AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND
CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST
FOR APPROVAL FORM**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

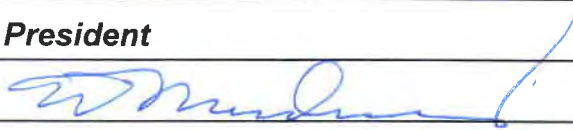
Name of Subgrant Recipient:

Authorized Official for Subgrant Recipient or Implementing Agency

Typed Name of Authorized Official: Edward Meadows

Typed Title: President

Signature:



Telephone Number: (850) 484-2500

Date:

7/7/11

By signature above, the subgrantee is certifying intention to comply with the General Guidelines, Section I, and is requesting approval of proposed activity through response to Required Information, Section II.

Section I: General Guidelines for Subgrantees

1. The application for procurement of ADP equipment and software shall be written in a manner consistent with maximum open and free competition in the procurement of hardware, software and related services.
2. Criminal justice information and communication systems shall be designed and programmed to maximize the use of standard and readily available computer equipment and programs. Subgrantees should utilize the past experience of other agencies which have successfully implemented such systems. A detailed requirements analysis should be performed and a search for existing software that could meet the identified requirements should be made before new software is developed. If new software is developed, it shall be designed and documented so that other criminal justice agencies will be able to use it with minor modifications and at minimum cost.
3. Subgrantees shall request approval prior to arranging for patent of computer software and programs. Federal requirements governing copyright apply in all cases. The U. S. Department of Justice reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes the copyright in any work developed under a subaward and any rights of copyright to which a subgrantee purchases ownership with grant support.

NOTE:

If the total purchase or lease price exceeds \$100,000, justification must be submitted to FDLE on these forms for approval. If the purchase or lease is less than \$100,000, the applicant may provide justification in the application itself.

**AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND
CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST
FOR APPROVAL FORM**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Section II: Required Information


1. A description of the ADP hardware and/or software you plan to purchase, including:
 - a. Number of units and projected cost of each.
 - b. Equipment specifications including disk drive storage space, amount of random access memory, microprocessor size and speed, and any other pertinent system specifications. If a network is purchased, specify the type of file server, hub/routers, network cards, network wiring and installation costs. If a printer is purchased, indicate the type of printer.
 - c. Software specifications including name and version (ex. Microsoft Word for Windows© 6.0) and the number of licenses to be acquired.
 - d. A brief description of how the proposed equipment and/or software will be used to further grant objectives.
2. Certify that ADP hardware and software procurement complies with existing federal, state, and local laws and regulations.
3. If ADP hardware will be purchased, describe the results of your lease/purchase analysis and explain the advantage of purchase over lease.
4. If ADP software will be developed, explain why already produced and available software will not meet the needs of this subgrant.
5. If your purchase of ADP hardware, software or combination thereof will be from a sole source and is \$100,000 or more, complete a Sole Source Justification Form and attach it.

CONFIDENTIAL FUNDS CERTIFICATION

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Certification Regarding Confidential Funds

A signed certification that the project director has read, understands, and agrees to abide by the provisions in Chapter 8 of the Office of Justice Programs' (OJP) Financial Guide is required from all projects that involve confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of the grant application.

(To Be Completed by OCJG)	Project Title:	
Project Number:	Video Surveillance Cameras and Electronic Access System	
Name of Subgrantee: Escambia County Board of Commissioners		
Name of Implementing Agency: The District Board of Trustees Pensacola State College Address: 1000 College Boulevard Pensacola, FL. 32504		
Name of Implementing Agency Authorized Official: Hank Shirah, Director Public Safety/Chief of Police		Telephone Number: 850-484-2500
This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of OJP's Financial Guide for grants.		
7/7/11 Date	 Signature, Implementing Agency Authorized Official	
DEFINITIONS FOR TYPES OF SPECIAL LAW ENFORCEMENT OPERATIONS		
<ol style="list-style-type: none"> <u>Purchase of Services (P/S)</u>. This category includes travel or transportation of a non-federal officer or an informant; the lease of an apartment, business front, automobiles, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits. <u>Purchase of Evidence (P/E)</u>. This category is for the purchase of evidence and/or contraband such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime. <u>Purchase of Specific Information (P/I)</u>. This category includes the payment of monies to an informant for specific information. Other informant expenses classified under P/S may be charged accordingly. 		



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1083

County Administrator's Report Item #: 14. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Purchase of networking equipment including a voice over IP telephone system

From: David Musselwhite

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Network Equipment and Voice Over IP Telephone System - David Musselwhite, Information Technology Department Director

That the Board authorize the purchase of Cisco networking equipment including a voice over IP telephone system and services, in the amount of \$797,054, from Wavenet Technologies, a TIG Company, by piggybacking off the State of Florida Contract #250-000-09-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board Approval. The Information Technology Department has worked with the County Administrator, the Tax Collector's Office, the Supervisor of Elections Office and coordinated with the Sheriff's Office to architect a uniform voice-over-IP telephone system. In addition, this purchase will allow the upgrade of the County's core network equipment at the Public Safety Building.

[Funding: Fund 001, General Fund, Cost Center 140101]

BACKGROUND:

The Information Technology Department has worked with the County Administrator, the Tax Collector's Office, the Supervisor of Elections Office and coordinated with the Sheriff's Office to architect a uniform voice-over-IP telephone system. In addition this purchase will allow the upgrade of the County's core network equipment at the Public Safety Building.

BUDGETARY IMPACT:

Funding will be:

\$120,000 from the Tax Collector

\$ 48,000 from the Supervisor of Elections

\$330,000 from Information Technology Department

\$299,054 from the County Administrator's Reserve for Operating

[Fund: 001, General Fund, Cost Center 140101]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This implementation will be supported by existing Information Technology staff and the dedicated VOIP staff person budgeted for fiscal year 2011-2012.

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, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

The Department of Information Technology will be responsible for the implementation in coordination with the Tax Collector's Office and Supervisor of Elections Office.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1076

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

BCC Regular Meeting

Action

Meeting Date: 07/21/2011

Issue: Firearms Preemption Ordinance

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing to Amend or Repeal various provisions of the Escambia County Code of Ordinances Concerning Firearms Preemption

That the Board authorize the scheduling of a public hearing on August 4, 2011 at 5:31 p.m. for consideration of an ordinance amending or repealing various provisions of the Escambia County Code of Ordinances to ensure compliance with Section 790.33, Florida Statutes, as amended by House Bill 45 (2011).

BACKGROUND:

During its 2011 session, the Florida Legislature approved, and Governor Scott signed, House Bill 45, which amends Section 790.33, Florida Statutes. Section 790.33 preempts the regulation of firearms to the state government. Through House Bill 45, the Legislature has confirmed its intent to entirely preempt the field of regulating firearms and ammunition, and has established penalties for local government officials who adopt or enforce any local regulation of firearms and ammunition. In response to House Bill 45, local governments throughout Florida have amended or repealed ordinances regulating the possession, sale, or use of firearms. Accordingly, this ordinance amends or repeals various provisions of the Escambia County Code of Ordinances to ensure compliance with Section 790.33, as amended by House Bill 45.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance was drafted by Assistant County Attorney Ryan E. Ross and will be advertised in the July 23, 2011, Saturday Edition of the Pensacola News Journal.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

PNJ Proof of Publication

ORDINANCE NUMBER 2011-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING AND REPEALING CERTAIN CODE SECTIONS TO ENSURE COMPLIANCE WITH THE STATE PREEMPTION OF LOCAL FIREARM REGULATIONS; AMENDING CHAPTER 10, ARTICLE II, SECTION 10-54 BY REPEALING THE PROHIBITION ON HUNTING BIRDS WITH A FIREARM ON SANTA ROSA ISLAND; AMENDING CHAPTER 26, ARTICLE II, SECTION 26-39 BY REPEALING ESCAMBIA COUNTY'S EMERGENCY POWER TO REGULATE THE SALE OF FIREARMS; AMENDING CHAPTER 42, ARTICLE III, SECTION 42-66 TO ESTABLISH AN EXEMPTION FROM NOISE RESTRICTIONS FOR THE DISCHARGE OF FIREARMS; REPEALING CHAPTER 72, ARTICLE II, SECTION 72-51 PROHIBITING THE DISCHARGE OF FIREARMS ACROSS COUNTY-MAINTAINED ROADS AND OPEN RECREATIONAL AREAS, IN ITS ENTIRETY; AMENDING CHAPTER 74, ARTICLE II, SECTION 74-36 BY REPEALING THE PROHIBITION ON CARRYING OR DISCHARGING FIREARMS IN COUNTY PARKS AND RECREATIONAL AREAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2011 Florida Legislature has approved, and Governor Scott has signed, House Bill 45, which amends Section 790.33, Florida Statutes; and

WHEREAS, through House Bill 45, the Legislature has confirmed its intent to entirely preempt the field of regulating firearms and ammunition; and

WHEREAS, the Legislature has established penalties for local government officials who adopt or enforce any local regulation of firearms and ammunition; and

WHEREAS, the Escambia County Board of County Commissioners desires to amend or repeal certain provisions of the Escambia County Code of Ordinances to ensure compliance with the Section 790.33, as amended by House Bill 45.

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

38
39 **SECTION 1. SANTA ROSA ISLAND BIRD SANCTUARY.**

40 Chapter 10, Article II, Section 10-54 of the Escambia County Code of
41 Ordinances is hereby amended as follows:

42 **Section 10-54. Hunting, killing, maiming or trapping prohibited.**

43
44 It shall be unlawful to hunt, kill, maim or trap; hunt with a sling shot, gun
45 or attempt in any manner to shoot or otherwise to injure or molest birds or any
46 waterfowl; or to rob or otherwise molest the nests of birds nesting or located on
47 those parts of Santa Rosa Island within the jurisdiction of the county. However,
48 this prohibition shall not restrict the possession or discharge of a firearm within
49 the Santa Rosa Island Bird Sanctuary, provided that such activity is otherwise
50 permissible under state law.

51 **SECTION 2. COMPREHENSIVE EMERGENCY MANAGEMENT PLAN.**

52 Chapter 26, Article II, Section 26-39 of the Escambia County Code of
53 Ordinances is hereby amended as follows:

54 **Section 26-39. Comprehensive emergency management plan.**

55 In order to ~~insure~~ ensure the health, safety, and welfare of the community
56 for the duration of each state of emergency declared in the county pursuant to
57 this article, the board of county commissioners authorizes the creation of ~~an~~ the
58 county peacetime emergency plan to include provisions to be administered by
59 the emergency management office which shall:

60 (7) Suspend or limit the sale, dispensing, or transportation of alcoholic
61 beverages, ~~firearms~~, explosives, and combustibles.

62 **SECTION 3. PROHIBITED NOISES.**

63 Chapter 42, Article III, Section 42-66 of the Escambia County Code of
64 Ordinances is hereby amended as follows:

65 **Section 42-66. Exemptions.**

66 Sounds caused by the following are exempt from the prohibitions set out
67 in sections 42-64 and are in addition to the exemptions specifically set forth in
68 section 42-65:

69 (j) *Firearms.* Noise caused by the discharge of firearms. However, this
70 exemption shall not be construed to authorize the discharge of any firearm in
71 contravention of state law.

72 **SECTION 4. PUBLIC DISCHARGE OF FIREARMS.**

73 **REPEALER.** Chapter 72, Article II, Section 72-51, Discharge of firearms
74 on, over, across county-maintained roads, etc., and open recreational areas, is
75 hereby repealed in its entirety.

76 **SECTION 5. PARKS AND RECREATION AREAS.**

77 Chapter 74, Article II, Section 74-36 of the Escambia County Code of
78 Ordinances is hereby amended as follows:

79 **Section 74-36. Rules and regulations.**

80 The following rules and regulations shall apply to all beaches, parks,
81 parkways, playgrounds, piers, recreational areas, recreational centers, and the
82 Old Pensacola Bay Bridge, all of which shall be collectively be designated in this
83 article as “parks and recreational areas.” It shall be unlawful for any person or
84 corporation to do any of the acts specified in this section within the limits of such

85 parks and recreational areas, or other facilities and properties owned or
86 operated by the county for park and recreational purposes:

87 (9) The carrying or discharging of any ~~firearms~~, firecrackers, rockets,
88 torpedoes or any fireworks are prohibited, except by special written permits
89 granted by the county administrator or his designee.

90 **SECTION 6. SEVERABILITY.**

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

94 **SECTION 7. INCLUSION IN THE CODE.**

95 It is the intention of the Board of County Commissioners that the provisions of
96 this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2009); and
97 that the sections, subsections and other provisions of this Ordinance may be
98 renumbered or relettered and the word "ordinance" may be changed to "section",
99 "article", or such other appropriate word or phrase in order to accomplish such
100 intentions.

101 **SECTION 8. EFFECTIVE DATE.**

102
103 This Ordinance shall become effective upon filing with the Department of State.

104 DONE AND ENACTED THIS _____ DAY OF _____, 2011.

105 BOARD OF COUNTY COMMISSIONERS
106 ESCAMBIA COUNTY, FLORIDA

107
108
109 _____
Kevin W. White, Chairman

110 ATTEST: ERNIE LEE MAGAHA
111 Clerk of the Circuit Court
112

113
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121
122

Deputy Clerk

(Seal)

Enacted: _____

Filed with Department of State: _____

Effective: _____

DRAFT

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared GAIL WALTERS who on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

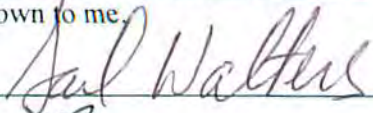
**NOTICE OF INTENT TO ADOPT
A COUNTY ORDINANCE**

Was published in said newspaper in the issue(s) of:

July 9, 2011

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 11th day of July, 2011, by GAIL WALTERS who is personally known to me.

 _____ Affiant

 _____ Notary Public

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **Thursday, July 21, 2011 at 5:31 p.m.** in the BCC Meeting Room, Escambia County Government Complex, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 42, ARTICLE III, SECTION 42-67 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; AMENDING THE NOISE REGULATIONS FOR SANTA ROSA ISLAND AND PERDIDO KEY TO PROVIDE FOR NOISE READING AVERAGING ON PERDIDO KEY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Escambia County Government Complex, Deputy Clerk's Office, 221 Palafox Place, Suite 130.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Cheryl Lively, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

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

Legal No.1529514 1T July 9, 2011

GRANT PAQUIN

Notary Public, State of Florida
My Commission Expires May 31, 2014
Commission No. DD996828



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1075

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

BCC Regular Meeting

Action

Meeting Date: 07/21/2011

Issue: Quitclaim Deed to Shauna A. Paedae

From: Alison Rogers

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Quitclaim Deed to Shauna A. Paedae

That the Board authorize the Chairman to execute a quitclaim deed to Shauna A. Paedae for property corresponding to Parcel Identification # 20-1N-30-4104-000-000.

BACKGROUND:

Under certain circumstances when a tax deed has been incorrectly issued, Rule 12D-13.066 (4), Florida Administrative Code, provides a procedure to void the tax deed without a court determination if the clerk of the court refunds to the tax deed holder the amount paid and the tax deed holder agrees to transfer the tax deed to the County by quitclaim deed. An unfortunate consequence of this procedure is that it creates the erroneous impression with those not familiar with the rule that title to the property has vested with the County. Rule 12D-13.066 (4) does not contemplate that the County convey a deed to the original owner as of the date of the tax deed sale (the County really has no interest to convey). However, the Board's past practice has been to issue a quitclaim deed to the original owner because (1) upon issuance of the quitclaim deed to the County, the Property Appraiser's Office has assessed the property as County-owned and tax exempt and refuses to reassess it unless the County executes a quitclaim deed to the original owner, and (2) the original owner has demanded that the County correct what they perceive as a cloud on their title.

The Tax Collector's Office acknowledges that the tax deed for the subject property that was sold to Sean Van Matre on December 7, 2009, and subsequently recorded in OR Book 6541 at page 363 was incorrectly issued. Mr. Van Matre agreed to accept a refund of the amount he paid and executed a quitclaim deed to the County, which was prepared by the Tax Collector's Office and recorded in OR Book 6669 at page 1848. The property was assessed to Shauna A. Paedae as of the date of the tax deed sale.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office prepared the attached quitclaim deed from Escambia County to Shauna A. Paedae.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon execution, the County Attorney's Office will forward the quitclaim deed to the Tax Collector's Office for recording at the expense of the Tax Collector's Office.

Attachments

Quitclaim Deed to Shauna A. Paedae

This Instrument was prepared by:
Stephen G. West
Assistant County Attorney
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

QUIT CLAIM DEED

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

KNOW ALL BY THESE PRESENTS that ESCAMBIA COUNTY, a political subdivision of the State of Florida (Grantor), whose address is 221 Palafox Place, Pensacola, Florida 32502, for good and valuable consideration, the receipt of which is hereby acknowledged, does quitclaim to **SHAUNA A. PAEDAE** (Grantee), whose address is 4400 Bayou Boulevard, Suite 40, Pensacola, Florida 32503, her heirs, administrators, successors and assigns, forever, all of the right, title and interest of Grantor in the following real property situated in Escambia County, Florida:

See attached Exhibit A

To have and to hold, unto Grantee, her successors and assigns, forever, together with any hereditaments, buildings, fixtures and improvements of any kind and description.

It is the intent of Grantor to release to Grantee the interest received from **SEAN VAN MATRE**, recorded in OR Book 6669 at page 1848 of the public records of Escambia County, Florida, pursuant to Rule 12D-13.066 (4), Florida Administrative Code.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of the Board, on this ____ day of _____, 2011.

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Kevin W. White, Chairman

By: _____
Deputy Clerk

BCC Approved: _____

EXHIBIT A

REAL ESTATE 2010 88161.0000
BEG AT NW COR OF NE1/4 OF
SE1/4 OF SEC S 0 DEG 5 MIN
18 SEC W ALG W LI OF NE1/4
OF SE1/4 85 53/100 FT TO
CURVED SLY R/W LI OF
KINGSFIELD RD (COUNTY RD
186 80 FT R/W) AND POB ELY

ALG CURVED SLY R/W LI BEING
CONC SLY HAVING RAD 5689
65/100 FT ARC DIST 18
11/100 FT (DELTA 0 DEG 10
MIN 57 SEC CH 18 11/100 FT
CH BRG S 80 DEG 9 MIN 57
SEC E) TO PT S 80 DEG 4 MIN
29 SEC E ALG SLY R/W LI 250
83/100 FT TO E LI OF W 265
FT OF NE1/4 OF SE1/4 OF SEC
S 0 DEG 6 MIN 18 SEC E
ALG E LI OF W 265 FT OF
NE1/4 OF SE1/4 1035 44/100
TO SE COR OF N 1163 60/100
FT OF NE1/4 OF SE1/4 N 89

DEG 13 MIN 6 SEC W ALG S LI
OF N 1163 60/100 FT OF
NE1/4 OF SE1/4 OF SEC 265
02/100 FT TO SW COR OF N
1163 60/100 FT OF NE1/4 OF
SE1/4 N 0 DEG 6 MIN 18 SEC
E ALG W LI OF NE1/4 1070
16/100 FT TO POB
OR 6541 P 363
LESS MAJESTIC OAKS PB 15
P 67
LESS OR 4349 P 1395
DARRELL GOODEN DEVELOPMENT
LESS OR 4349 P 1398 PAEDAE
LESS OR 4781 P 790 HEMBY



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1099

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

BCC Regular Meeting

Discussion

Meeting Date: 07/21/2011

Issue: Town of Repton, Alabama and Terri Carter, Mayor of Repton v. Conecuh County, Conecuh County Commission and Conecuh Woods, LLC

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:

A. Authorize the Office of the County Attorney to represent the Town of Century in the case *Town of Repton, Alabama and Terri Carter, Mayor of Repton v. Conecuh County, Conecuh County Commission, and Conecuh Woods, LLC* (Case No. 21-CV-2011-900033.00); and

B. Determine whether Town of Century must share in the costs of litigation or if County will bear the Town's attorneys fees and costs should the Board authorize this Office to represent the Town.

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, this Board approved the retention of Hand Arendall to appear on behalf of the County as local counsel in the Alabama Circuit Court at the July 3, 2011 BCC meeting. Hand Arendall will charge fees and costs to act as local counsel.

On July 11, 2012, the Town of Century Town Council approved the attached Resolution where it resolved to become a part of the *Town of Repton* case and by letter dated July 12, 2011, Mayor Freddie McCall is requesting that should the Board approve the Office of the County Attorney to represent them in this action that it be without cost to the Town for attorneys fees and costs.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Office of the County Attorney will work with the Town of Century on implementation, if the Board approves this recommendation.

Attachments

Ltr. from Town of Century dated July 12, 2011

Town of Century Resolution

Town of Century, Florida

7995 North Century Boulevard
Century, Florida 32535
(850) 256-3208

Council Members:

Ann Brooks
Jacke Johnston
Nadine McCaw
Gary Riley
Sandra Jackson

Mayor:

Freddie W. McCall, Sr.

July 12, 2011

Kevin White, Chairman
Escambia County Board of Commissioner
221 Palafox Place, Ste 400
Pensacola, FL 32502

Re: Opposition to Conecuh Woods

Dear Kevin:

On Monday night, July 11, 2011, the Town of Century Council passed Resolution 14-11 (copy attached) requesting the county to represent the town in the Conecuh Landfill lawsuit.

We respectfully request that the attorney fees and costs of litigation be waived.

Sincerely,



Freddie W. McCall

Cc: Charles V. Pepler, Esquire
Enclosure

RESOLUTION 14-11

**A RESOLUTION OF THE TOWN OF CENTURY AUTHORIZING
ESCAMBIA COUNTY BOARD OF COMMISSIONERS
TO REPRESENT THE INTERESTS OF THE TOWN OF CENTURY
IN A LAWSUIT AGAINST CONECUH COUNTY AND CONECUH WOODS**

Whereas, Conecuh Woods, LLC has formally applied for a 5,100 acre landfill, which will include a 1,600 acre "disposal cell" from Range to Repton to near the Big Escambia Creek; and,

Whereas, Big Escambia Creek flows southward into Escambia County, Alabama, through Flomaton and drains through the North Escambia swamp into the Escambia River which flows through Escambia County, Florida; and,

Whereas, the Conecuh County Commission approved the application in March of this year against the will of the people; and,

Whereas, the Town of Century is attempting to certify its water treatment plant and any adverse affect on the water supply would impede this effort.

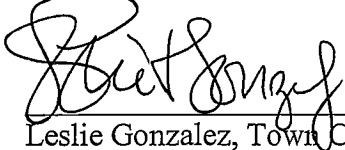
NOW THEREFORE BE IT RESOLVED THAT the Town of Century respectfully requests that the Board of County Commissioners of Escambia County, Florida, intervene on behalf of the Town of Century in the matter of Town of Repton, Alabama and Terri Carter, Mayor of Repton v. Conecuh County Commission and Conecuh Woods, LLC Case No. 21-CV-2011-900033.00 .

The Town Council of the Town of Century, Florida, PASSED AND ADOPTED THIS RESOLUTION on the 11th day of July, 2011.

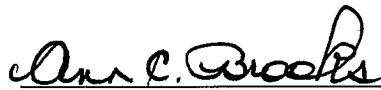


Freddie W. McCall, Sr., Mayor

ATTEST:



Leslie Gonzalez, Town Clerk



Ann Brooks, Council President

(SEAL)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1118

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

BCC Regular Meeting

Information

Meeting Date: 07/21/2011

Issue: Margaret Medina v. State of Florida Appeal

From: Kristin D. Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

That the Board recognize the attached Opinion filed on July 6, 2011, in the First District Court of Appeal, denying Petitioner, Margaret Medina's Petition for Writ of Certiorari.

BACKGROUND:

The instant appeal was initiated by Margaret Medina after Escambia County Animal Control issued a citation for animal nuisance violations. An evidentiary hearing was held concerning the citation after which the County Court entered an Order finding the Petitioner guilty of animal nuisance as defined by section 10-11(e) of the Escambia County Code of Ordinances. Ms. Medina subsequently filed an appeal with the Circuit Court in Escambia County seeking review of the Order. The County Attorney's Office filed a responsive Motion, and the Circuit Court affirmed the County Court's Order as not fundamentally erroneous.

Thereafter, Ms. Medina sought second tier review of the lower court's Order by filing a Petition for Writ of Certiorari with the First District Court of Appeal. The County Attorney's Office filed a Response to the Petition arguing against a grant of discretionary review. The District Court agreed and denied Petitioner's Writ.

Petitioner shall have fifteen (15) days from the date of the Order filed on July 6, 2011, to file a Motion for Rehearing.

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

Opinion Filed July 6, 2011

**IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA**

MARGARET A. MEDINA,

Petitioner,

v.

STATE OF FLORIDA,

Respondent.

**NOT FINAL UNTIL TIME EXPIRES TO
FILE MOTION FOR REHEARING AND
DISPOSITION THEREOF IF FILED**

CASE NO. 1D11-685

Opinion filed July 6, 2011.

Petition for Writ of Certiorari – Original Jurisdiction.

Ryan M. Barnett of Whibbs & Stone, P.A., Pensacola, for Petitioner.

**Kristin D. Hual, Assistant County Attorney, Escambia County Attorney's Office,
Pensacola, for Respondent.**

PER CURIAM.

DENIED.

WOLF, THOMAS, and CLARK, JJ., CONCUR.