

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 – September 15, 2011 – 5:30 p.m.

Governmental Complex – First Floor

1. Call to Order.

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

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

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

5. Commissioners' Forum.
6. Presentation - Plaque recognizing Nancy Halford for her years of dedicated service as appointee for both the Hotel/Motel Industry and Interested in Tourism positions to the Tourist Development Council from February 22, 1994, to August 24, 2011.
7. Centenarian Proclamation.

Recommendation: That the Board adopt the proclamation honoring and congratulating Mr. Robert Mathew Cross for reaching the age of 100.

8. Proclamations.

Recommendation: That the Board adopt the following four Proclamations:

A. The Proclamation commending and congratulating Joseph H. Huff, Escambia County Volunteer Fire Services, on his retirement after 48 years of dedicated service to the citizens of Escambia County;

B. The Proclamation commending and congratulating the Escambia Search and Rescue for 50 years of service to Northwest Florida, the Gulf Coast and surrounding states;

C. The Proclamation commending and congratulating Summer Huff for her accomplishments in winning the 2011 National Barrel Horse Association's Youth World Championship; and

D. The Proclamation commending and congratulating Doug Jernigan for his accomplishments as a recording artist, session player, and teacher of the steel guitar.

9. Written Communication:

- A. August 14, 2011- Email communication from David Bramblett requesting that the Board forgive a Code Enforcement Lien against property located at 1115 Rachel Circle.

Recommendation: That the Board review and consider lien relief request made by David Bramblett against property located at 1115 Rachel Circle.

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 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.

The owner has no other recourse but to appeal before the Board under Written Communication.

- B. Communication from Tammy Bohannon requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 8550 North Century Boulevard.

Recommendation: That the Board review and consider lien relief request made by Tammy Bohannon against property located at 8550 N Century Blvd.

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 request for forgiveness of Liens, staff made the determination that the request does 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.

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 the Petition to Vacate a portion of Rawson Lane, as petitioned by Pensacola Christian College, Inc.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action regarding the vacation of a portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.:

A. Approve the Vacation of a portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate this property; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

Rawson Lane is a paved, County-maintained road (R/W varies). Pensacola Christian College, Inc. (PCC) owns the majority of the property abutting both sides of the portion of Rawson Lane lying north of Brent Lane and south of Airport Boulevard. PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans. PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres), lying north of Brent Lane and south of St. Eusebia Street, as shown on attached Exhibit "A".

12. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Roadway Safety Ordinance and amending the Panhandling Ordinance.

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, adopt an Ordinance creating the Roadway Safety Ordinance and amending the Panhandling Ordinance.



13. 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 by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date September 2, 2011, in the amount of \$2,103,013.41; and

B. The following two Disbursement of Funds:

(1) August 25, 2011, to August 31, 2011, in the amount of \$7,639,917.11;

(2) September 1, 2011, to September 7, 2011, in the amount of \$7,235,037.84;

C. The Investment Report for month ended August 31, 2011; and

**(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)**

D. The Tourist Development Tax Collections Data for the July 2011 returns received in the month of August 2011.

**(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)**

2. Recommendation Concerning Write-Off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$4,597.07 in returned checks and accounts receivable in various funds of the County that have been determined to be uncollectible bad debts.

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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 1, 2011;
- B. Approve the Minutes of the Regular Board Meeting held September 1, 2011;
- C. Approve the Minutes of the Special Board Meeting held September 6, 2011;  
and
- D. Approve the Minutes of the First Public Hearing regarding the Fiscal Year 2011-2012 County-Wide Budget and Fiscal Year 2011-2012 Non Ad Valorem Special Assessments Roll held September 13, 2011.

## **GROWTH MANAGEMENT REPORT**

### I. Public Hearings

1. 5:45 p.m. A Public Hearing Concerning the Review of an LDC Ordinance , Article 6 "Firearm Regulation"

That the Board review and adopt an Ordinance amending and repealing certain land development code sections to ensure compliance with the State preemption of local firearm regulations; amending Article 6, Section 6.05.01.d. by deleting hunting preserves, shooting ranges, and gun and rifle clubs as conditional uses in the Agricultural (AG) zoning districts; amending Article 6, Section 6.05.01.b. to add hunting preserves, shooting ranges, and gun and rifle clubs as permitted uses in the Agricultural (AG) zoning districts; amending Article 6, Section 6.05.02.d. by deleting the same as conditional uses in the Rural Residential (RR) zoning districts; amending Article 6, Section 6.05.22.d. by deleting the same in the Villages Agricultural (VAG) zoning districts; amending Article 6, Section 6.05.22.b. to add hunting preserves, shooting ranges, and gun and rifle clubs as permitted uses in the VAG zoning districts.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in LDC Section 2.087.04(b) and F.S. 125.66(4)(b).

2. 5:46 p.m. A Public Hearing concerning the Review of the Detailed Specific Area Plan

That the Board review and adopt an ordinance of Escambia County, Florida, adopting the Jacks Branch Village and Muscogee Village Detailed Specific Area Plans (DSAP), and supporting maps.

### **(ORDINANCE AND DSAP PACKAGE TO BE DISTRIBUTED UNDER SEPARATE COVER)**

### II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

#### **Thursday October 6, 2011**

A. 5:45 p.m. - A Public Hearing - Vested Rights Determination for 7951 Pine Forest Rd; and

B. 5:46 p.m. - A Public Hearing - Comprehensive Plan Amendment- Chapter 7," Future Land Use Element."

## COUNTY ADMINISTRATOR'S REPORT

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Requests for Disposition of Property for the Community & Environment Department - Keith Wilkins, REP, Community & Environment Department Director

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

2. Recommendation Concerning CRA Meeting Minutes August 18, 2011 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the August 18, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

3. Recommendation Concerning Request for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board approve five Request for Disposition of Property Forms for the Corrections Department, for property which is no longer in service, has been damaged beyond repair and/is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Forms noting the reason for disposal.

4. Recommendation Concerning Requests for Reinstatement and Disposition of County Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding reinstatement and disposition of County property for the Public Safety Department:

A. Approve the Request for Reinstatement of Property to enable reassignment of a 2001 Ford Crown Victoria sedan (PN 50152) from Emergency Management to Fire Services to replace a 1998 Ford Taurus; and

B. Approve the Request for Disposition of Property to dispose of a 1998 Ford Taurus (PN 502016), by auction, with proceeds to be returned to Fund 143 (Fire Suppression).

5. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the five Request for Disposition of Property Forms for the Public Safety Department, for property which is no longer in service, has been damaged beyond repair and/or is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Forms noting the reason for disposal.

6. Recommendation Concerning Request for Disposition of Property for the Clerk & Comptroller's Office - Cynthia Rhodes, Fixed Asset Custodian/Administrator/Accounting/Circuit Criminal

That the Board approve the Request for Disposition of Property Form for the Clerk and Comptroller's Office, for property which is described and listed on the Disposition Form, with the Agency and reason stated; the property is to be traded toward the purchase of a new copier.

7. Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Public Defender, First Circuit, Escambia County Office - David Lambert, IT Director

That the Board approve the Request for Disposition of Property Form for the Office of the Public Defender, First Circuit, Escambia County Office, for property which is no longer in service with the reason for disposition stated on the form.

8. Recommendation Concerning Request for Disposition of Property for Court Administration, Information Technology Department - Craig Van Brussel, Court Technology Officer, Court Administration, Information Technology Department

That the Board approve the request for Disposition of Property Form for the Court Administration, Information Technology Department for property which is no longer in service with the reasons for deposition stated on the form.

9. Recommendation Concerning a Memorandum of Understanding with the Escambia County 4-H Foundation, Inc., for a Maintenance Worker (4-H Camp Caretaker) Position for Fiscal Year 2011-2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning a Memorandum of Understanding (MOU) between the Escambia County Board of Commissioners and the Escambia County 4-H Foundation, Inc.:

A. Approve an MOU that will provide for the Escambia County 4-H Foundation, Inc., to fund a Part-Time Maintenance Worker (4-H Camp Caretaker) position at the Langley Bell 4-H Center, as a Grant-funded position for Fiscal Year 2011-2012; and

B. Authorize the Chairman to sign the MOU.

10. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate Alleyways in Blocks 65 and 66, Pinecrest Subdivision - Joy D. Blackmon, P. E., Director, Public Works Department

That the Board schedule a Public Hearing for October 20, 2011, at 5:31 p.m., to consider the Petition to Vacate alleyways measuring 20 feet by approximately 525 feet = 10,500 square feet or 0.24 acres in Blocks 65 and 66 of Pinecrest Subdivision, as petitioned by Blackwater River Tools, Inc.

Blackwater River Tools, Inc., owns property in Blocks 65 and 66, Pinecrest Subdivision, as recorded in Plat Deed Book 55 at Page 261 of the public records of Escambia County, Florida. Blocks 65 and 66 of Pinecrest Subdivision are located at the northeast corner of the intersection of North "W" Street and West Scott Street. Blocks 65 and 66 have platted 20 foot wide alleyways extending east to west through said blocks. The Petitioner is requesting that the Board vacate any interest the County has in those certain alleyways (20 feet by approximately 525 feet = 10,500 square feet or 0.24 acres) lying within the boundaries of said Blocks 65 and 66, Pinecrest Subdivision.

11. Recommendation Concerning Workforce Escarosa Recertification - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Workforce Escarosa Recertification, submitted for the period of July 1, 2011, through June 30, 2013, detailing, among other requirements, the composition of their Board of Directors and specifying their compliance to the operating requirements established by Workforce Florida, Inc.

**(A COPY OF THE WORKFORCE ESCAROSA RECERTIFICATION DOCUMENTS ARE AVAILABLE FOR REVIEW IN THE CLERK'S OFFICE)**

12. Recommendation Concerning Requests for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the five Request for Disposition of Property Forms for the Public Works Department, indicating 15 items, which are described and listed on the Request Forms, with reasons for disposition stated.

The surplus property listed on the Request for Disposition of Property Forms has been checked and declared surplus to be sold or disposed of as listed on the supporting documentation. The Request Forms have been signed by all applicable authorities, including Division Manager, Department Director and County Administrator.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning Budget Amendment #288 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #288, General Fund (001) in the amount of \$350,000, to re-allocate funds within the Sheriff's Department Budget from personnel to operating, and appropriate these funds for increased fuel and inmate medical expenses in the current Fiscal Year.

2. Recommendation Concerning Supplemental Budget Amendment #289 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #289, Mass Transit Fund (104) in the amount of \$68,512, to recognize an increase in the funding from the Santa Rosa Island Authority, and to appropriate these funds for the enhanced trolley route on Pensacola Beach.

3. Recommendation Concerning Supplemental Budget Amendment #290 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #290, Transportation Trust Fund (175) and Solid Waste Fund (401) a decrease in the amount of \$68,302, to recognize a decrease in the Solid Waste Transfer to the Transportation Trust Fund, and to appropriate these funds back into the Solid Waste Fund.

4. Recommendation Concerning Supplemental Budget Amendment #292 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #292, Transportation Trust Fund (175) in the amount of \$590, to recognize insurance proceeds received for damage to a pedestrian signal at Highway 29 and Chemstrand Road, and to appropriate these funds into the Traffic Operations Cost Center.

5. Recommendation Concerning Budget Amendment #293 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #293, Fire Protection Fund (143) in the amount of \$543,538, to cover additional personnel costs at the Fire Department due to staffing requirements at Myrtle Grove and Cantonment Fire Stations.



6. Recommendation Concerning Budget Amendment #297 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #297, Escambia County Restricted Fund (101) in the amount of \$11,000, to cover additional personnel costs for the Safe Neighborhood Program due to an employee entering the Deferred Retirement Option Program (DROP).

7. Recommendation Concerning Budget Amendment #299 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #299, Article V Fund (115) in the amount of \$4,200, to cover additional personnel costs in the Okaloosa County Technology Court Budget due to an employee separating employment and having their leave payouts.

8. Recommendation Concerning Payment of Setup and Printing Costs for "A Brief Account of Escambia County's Development 1821-2011", by John Appleyard - Amy Lovoy, Management and Budget Services Department Director

That the Board allocate and authorize payment in an amount not to exceed \$6,000 for the setup and printing of "A Brief Account of Escambia County's Development 1821-2011", by John Appleyard.

[Funding Source: General Fund (001)/Non-Departmental, Cost Center 110201]

9. Recommendation Concerning Acquisition of Property Located at 2615 North 6th Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the acquisition of real property for Neighborhood Enterprise Foundation, Inc. (NEFI). Upon completion of the home, it will either be sold to a State Housing Initiative Partnership (SHIP) income-eligible buyer, rented to a SHIP income-eligible buyer in partnership with a local non-profit, or provided to a local non-profit for special needs housing:

A. Authorize the purchase of real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;

B. Approve the Tax Deed purchase price of \$1,164.59 for this parcel; and

C. Acknowledge that the property will be purchased with resources from Fund 124, Affordable Housing, Cost Center 220406, Account Number 58301.

10. Recommendation Concerning Partial Release of Liens Associated with Property Located at 3005 West Gonzalez Street - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the partial release of Liens associated with property that will be conveyed to Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

A. Accept the letter of request from Edith Garcia, Branch Manager of First American Title Insurance Company, performing the title work for Habitat for Humanity;

B. Authorize partial release of Liens associated with 3005 West Gonzalez Street, Account Number 06-3398-000, Reference Number 33-2S-30-1000-005-002, on the properties below;

1. Official Records Book 6463, Page 469; Official Records Book 6463, Page 498; and Official Records Book 6590, Page 385 on property located at 105 Brigadier Street;

2. Official Records Book 6506, Page 354 on property located at 118 Dogwood Drive; and

3. Official Records Book 6553, Page 117; and Official Records Book 6653, Page 64 on property located at 1009 Alexandria Drive; and

C. Acknowledge that Habitat for Humanity will pay for all recording costs relative to the partial release of Liens.

11. Recommendation Concerning Rescinding the Action of October 21, 2010, Relating to the Surplus and Sale of Real Property Located at Airport Boulevard and Hedge Road - 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 Airport Boulevard and Hedge Road due to the successful bidder's withdrawal:

A. Rescind the Board's action of October 21, 2010, taking the following action concerning the surplus and sale of real property located at Airport Boulevard and Hedge Road:

1. Declaring surplus the Board's real property, Account Number 04-0550-110, Reference Number 35-1S-30-7218-001-002;

2. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$16,630, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

3. Authorizing the Chairman to sign all documents related to the sale;

B. Declare the bidder in default, retain the bid deposit, and authorize the property to be re-advertised;

C. Authorize the sale of the property to the auction bidder with the highest offer received at or above the minimum bid of \$20,800, which was the highest bid in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

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

12. Recommendation Concerning the Award of Contract PD 10-11.051 for Real Estate Brokerage Services - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 10-11.051, for Real Estate Brokerage Services, to Scoggins III, Inc., for per the terms of the Brokerage Services Agreement and authorize the Chairman to sign all related documents.

[Funding: This Contract will be used on an as-needed basis. When properties are sold, their commission will be remitted at closing]

13. Recommendation Concerning the Termination of Contract PD 06-07.096 - Amy Lovoy, Management and Budget Department Director

That the Board terminate for convenience the Contract PD 06-07.096, with First Florida Insurers of Tampa for Insurance Brokerage Services for Escambia County, Florida, effective September 19, 2011. The Agreement PD 06-07.096 with First Florida Insurance Brokers of Tampa is set to expire on December 31, 2011. The Agreement is being replaced with Contract PD 10-11.064.

14. Recommendation Concerning the Contract PD 10-11.064, Insurance Agent for Property, Boiler and Machinery, Crime, Workers Compensation and Statutory Death Benefits - Amy Lovoy, Management and Budget Department Director

That the Board approve Contract PD 10-11.064, Property, Boiler and Machinery, Crime, Workers Compensation and Statutory Death Benefits Insurance Agent, to Whitman and Whitman, Inc., for the term of 36 months with options for two 12-month extensions, for a total annual compensation not to exceed \$80,000.

[Funding: Fund 501, Internal Service Fund, Cost Center 140834, Object Code 54501]

15. Recommendation Concerning Audio Visual Equipment Upgrade for the Public Safety Building, PD 10-11.073 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Pro Sound, Inc., in the base bid amount of \$69,741.60, plus add option #1, in the amount of \$6,832.56, add option #2, in the amount of \$8,798.14, and add option #3, in the amount of \$3,038.97, for a total Contract award of \$88,411.27, for the Audio Visual Equipment Upgrade, PD 10-11.073, at the Public Safety Building.

[Funding: Fund 352, LOST III, Cost Center 330435, Object Code 56401, Project #10PS0058]

16. Recommendation Concerning Agreement with the Agency for Health Care Administration (AHCA) on Behalf of the Escambia Community Clinics - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Agency for Health Care Administration:

A. Approve the Letter of Agreement between the State of Florida's Agency for Health Care Administration (AHCA) and Escambia County, in the amount of \$113,771, allowing the County to participate in the Low Income Pool, which will provide matching dollars for Escambia Community Clinics.

B. Decrease the Fiscal Year 2011/2012 allocation to the Escambia Community Clinics by \$113,771 and increase the allocation to AHCA by \$113,771.

17. Recommendation Concerning Workers' Compensation Insurance Renewal - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the continued participation with the Florida Municipal Insurance Trust for the renewal of the fully insured workers' compensation insurance for Escambia County, effective October 1, 2011, in the amount of \$1,155,007.

[Funding Source: Fund 501 (Internal Service), Cost Center 140834, Object Code 54501.]

18. Recommendation Concerning the Request for Approval to Issue Fiscal Year 2011-2012 Purchase Orders in Excess of \$50,000 - David Musselwhite, Information Technology Department Director

That the Board for the Fiscal Year 2011-2012, approve the issuance of blanket and or individual Purchase Orders based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided for Information Technology:

	<b>Vendor/Contractor</b>	<b>Amount</b>	<b>Contract Number</b>
A.	Temporary Personnel Solutions Vendor Number: 101274 Temporary Labor Services Fund: 001 Cost Center: 140101	\$150,000	PD 06-07.017
B.	AT & T Vendor Number: 022687 County Metro Ethernet Network / Managed Network VPN Service Fund: 001 Cost Center: 140101	\$275,000	BCC Approved 06/01/06, 03/26/07
C.	Dell Marketing LP Vendor Number: 040517 Hardware Purchases Fund: 001 Cost Center: 140101	\$150,000	250-000-03-1
D.	IBM Corporation Vendor Number: 090097 Hardware Support & Maintenance, Software Licensing Agreement Fund: 001 Cost Center: 140101	\$60,000	A52KDD
E.	Environmental Systems Research Institute Vendor Number: 051291 Geographical Information Systems Software Support and Maintenance Fund: 001 Cost Center: 140101	\$65,000	
F.	Kronos Incorporated Vendor Number: 111135 Hardware, Maintenance and Software Support Fund: 001 Cost Center: 140101	\$70,000	252-023-00-0

19. Recommendation Concerning the Purchase of Storage Area Network Equipment - David Musselwhite, Information Technology Department Director

That the Board authorize the purchase of EMC Corporation storage area network equipment, in the amount of \$205,738.12 (Quote 34929-2), from WaveNet Technologies, a TIG Company, by piggybacking off the Florida State 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.

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

20. Recommendation Concerning Amendment Number One to the November 23, 2010, Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida - Catherine A. White, Drug Court Manager, Court Administration

That the Board take the following action concerning the Amendment Number One to the November 23, 2010, Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida:

A. Approve Amendment Number One to the November 23, 2010, Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida, between the Office of the State Courts Administrator and the Escambia County Board of County Commissioners (BCC). This Amendment is being submitted for approval due to the extension of the Grant Program to September 30, 2012. The original Grant-In-Aid Agreement was approved by the BCC on November 4, 2010, and was executed by the Office of the State Courts Administrator on November 23, 2010. The funding for the program is not to exceed \$268,537.50.

B. Authorize the Chairman to the sign the Amendment and all related documents.

[Funds are made available through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program – American Recovery and Reinvestment Act of 2009]

21. Recommendation Concerning Amendment #1 to Lakewood Cottages Workforce Housing Development Agreement with Lakewood Investment Partners, LLC - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning Amendment #1 to the Workforce Housing Development Agreement with Lakewood Investment Partners, LLC, for the purpose of promoting reinvestment in the Barrancas Community Redevelopment Area and to promote the production of affordable workforce housing for first-time homebuyers:

A. Approve Amendment #1 to the Lakewood Cottages Workforce Housing Development Agreement with Lakewood Investment Partners, LLC, to formally extend the effective period of the Agreement to June 13, 2012; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related documents as required to fully complete the project.

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

22. Recommendation Concerning Placing Beautification and Informational Signage within the CRA Boundaries - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following September 15, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning allowing the CRA to place beautification and informational type signage within the CRA boundaries. All signs drawings/plans must comply with Redevelopment Plan requirements set forth by the applicable design standards and guidelines. Placement of signage will be coordinated with the responsible or legal entity. All plans shall be subject to the review and approval of the CRA Board.

[Funding Source: Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 56301; the Englewood TIF, Fund 151, Cost Center 220520, Object Code 56301; the Palafox TIF, Fund 151, Cost Center 220517, Object Code 56301; and the Warrington TIF, Fund 151, Cost Center 220516, Object Code 56301]



23. Recommendation Concerning the Acquisition of Real Property, Located in Brookhollow Subdivision, from Parker Custom Built Homes, Inc. - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action regarding the acquisition of three parcels of real property, located in Brookhollow Subdivision, from Parker Custom Built Homes, Inc.:

A. Authorize staff to make an offer to Parker Custom Built Homes, Inc., to purchase three parcels of real property (totaling approximately 1.05 acres) for \$85,000, which is \$10,000 above the appraised amount of \$75,000; and

B. Approve requiring the owners to accept any offer authorized by the Board within 30 days from the date of this Board action and pay closing costs of documentary stamps; and

C. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute any documents necessary to complete the acquisition of this property.

[Funding Source: Fund 351, Lost II, Account 210105/56101/56301, Project 10EN0275 and Fund 352, Lost III, Account 210107/56101/56301, Project 10EN0455]

Meeting in regular session on September 17, 2009, the Board approved the Recommendation presented to the Committee of the Whole on September 10, 2009, authorizing staff to initiate the purchase process for property located in Brookhollow Subdivision. This area of the County, near and in the Brookhollow Subdivision, has a history of stormwater drainage problems.

24. Recommendation Concerning the Authorization for Staff to Acquire Property for Rights-of-Way and Easements, Sea Spray Drive Area - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action concerning the authorization for staff to acquire property, by donation, for rights-of-way and Easements in the Sea Spray Drive Area:

A. Authorize Staff to negotiate and resolve any matters related to, or associated with the acquisition of property, by donation, for rights-of-way and Easements, concerning drainage improvements for the Sea Spray Drive area, to gather information and conduct inspections as needed, and to allow the Board's acceptance of the real property;

B. Authorize payment of documentary stamps, because the property is being acquired for governmental use, which is for drainage improvements, and the County benefits from the acquisition of these properties because the resulting projects will improve the quality of life for the citizens of Escambia County by providing a safer and more efficient roadway and drainage system;

C. Authorize the payment of incidental expenditures associated with the acquisition of these properties, which includes, but is not limited to, title searches, legal document preparation fees and recording of documents; and

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

[Funding Source: Fund 181, "Master Drainage Basin X", Cost Center 210728, Object Code 56101/56301]

Escambia County has a project to improve the drainage in the Sea Spray Drive area. Due to limited right-of-way along Sea Spray Drive, there is a need to acquire additional properties within this area. To facilitate this drainage project, staff is requesting Board approval for authorization to proceed with the acquisitions, and for the Board's acceptance of the Deeds and Easement documents.

25. Recommendation Concerning Approval to Issue Fiscal Year 2011-2012 Purchase Orders in Excess of \$50,000 - Joy D. Blackmon, P.E., Director, Public Works Department

That the Board approve the issuance of blanket and/or individual Purchase Orders, for the Fiscal Year 2011-2012, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided for the Public Works Department.

26. Recommendation Concerning Eighth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Eighth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement between the County and Disabled American Veterans Department of Florida, Inc., (DAV), extending Contract provisions for the period of October 1, 2011, through September 30, 2012, for the amount of \$15,000.

[Funding Source: Fund 001, General Fund, Cost Center 320202, Public Social Services - \$15,000]

27. Recommendation Concerning Public Transportation Joint Participation Agreement (JPA) 42225718401, Providing Fiscal Year 2011-2012 Transit Block Grant Funding to Escambia County Area Transit (ECAT) - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning Public Transportation Joint Participation Agreement (JPA) Number 42225718401, providing Fiscal Year 2011-2012 Transit Block Grant Funding to Escambia County Area Transit (ECAT):

A. Approve the Public Transportation JPA No. 42225718401, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$730,212, of Fiscal Year 2012 funding to Escambia County Area Transit (ECAT); and

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

C. Authorize the Chairman to execute the Resolution, Public Transportation JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

[Funding Source: Fund 104, Mass Transit - no additional cost to the County]

28. Recommendation Concerning Public Transportation Joint Participation Agreement (JPA) Number 421368284, Providing Fiscal Year 2011-2012 Section 5311 Non-Urbanized Area Formula Program Grant Funding to Escambia County Area Transit (ECAT) - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning Public Transportation Joint Participation Agreement (JPA) Number 421368284, providing Fiscal Year 2011-2012 Section 5311 Non-Urbanized Area Formula Program Grant Funding to Escambia County Area Transit (ECAT):

- A. Approve the Public Transportation JPA No. 421368284, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$123,430, of Fiscal Year 2012 funding to Escambia County Area Transit (ECAT); and
- B. Adopt the Resolution authorizing the application and acceptance of these funds; and
- C. Authorize the Chairman to execute the Resolution, Public Transportation JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

[Funding Source: Fund 104, Mass Transit - no additional cost to the County]

29. Recommendation Concerning Public Transportation Joint Participation Agreement (JPA) Number 43028718401, Providing Fiscal Year 2011-2012 Service Development Grant Funding to Escambia County Area Transit (ECAT) - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning Public Transportation Joint Participation Agreement (JPA) Number 43028718401, providing Fiscal Year 2011-2012 Service Development Grant Funding to Escambia County Area Transit (ECAT):

- A. Approve the Public Transportation JPA No. 43028718401, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$1,498,333, of Fiscal Year 2012 funding to Escambia County Area Transit (ECAT); and
- B. Adopt the Resolution authorizing the application and acceptance of these funds; and
- C. Authorize the Chairman to execute the Resolution, Public Transportation JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

[Funding Source: Fund 104, Mass Transit - no additional cost to the County]

30. Recommendation Concerning Purchase Orders over \$50,000 for Fiscal Year 2011-2012 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements for Fiscal Year 2011-2012, as follows:

	<u>Vendor</u>	<u>Amount</u>	<u>Contract Number</u>
A.	Animal Services Division		
1.	Merritt Veterinary Supply Animal Medical Supplies and Equipment Vendor Number: 133193 Fund: 001 General Fund, 101 Escambia County Restricted Cost Center: 320301 Animal Services Administration, 320302 Animal License Fees	\$ 60,000	
2.	Temporary Personnel Solutions Long Term Temporary Staffing Needs Vendor Number: 200939 Fund: 001 General Fund, 101 Escambia County Restricted Cost Center: 320301 Animal Services Administration, 320302 Animal License Fees	\$ 100,000	PD 09-10.008
B.	Mass Transit		
1.	Veolia Transportation Services Transit Management Agreement Vendor Number: 220272 Fund: 104 Mass Transit Cost Center: 320401 Mass Transit Operations, 320404 County Fleet Maintenance	\$ 226,000  (Pending two potential 90-day extensions)	PD 03-04.036

[Funding is available for each Purchase Order in the specified Cost Center(s) noted.]

31. Recommendation Concerning the 2010 State Homeland Security Grant Program CFA 97.067, Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the 2010 State Homeland Security Grant Program CFA 97.067, Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida:

A. Approve the Agreement providing Escambia County Fire Rescue funding, in the amount of \$91,355, through Grant Number 11-DS-9Z-13-00-16-436, for Hazardous Materials and Light Technical Rescue training/\$33,936, equipment sustainment/\$26,419, and critical needs issues/\$31,000; and

B. Authorize the Chairman to sign the Agreement.

32. Recommendation Concerning the State-Funded Subgrant Agreement, Contract Number 12-CP-03-01-27-01-187 - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract Number 12-CP-03-01-27-01-187:

A. Approve the State-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount of \$11,868, to update the Hazardous Materials Facility Analysis Data, for the period July 1, 2011, through June 30, 2012; and

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

33. Recommendation Concerning Approval of the Fiscal Year 2011-2012 Contractual Services Agreement for the Mosquito Control Division - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011-2012 Contractual Services Agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and the Escambia County Board of County Commissioners, FDACS Contract #017219, for Mosquito Control:

A. Approve the annual Contractual Services Agreement; and

B. Authorize the Chairman to sign the annual Contractual Services Agreement.

**34. Recommendation Concerning Issuance of Purchase Orders in Excess of \$50,000 for the Public Safety Department for Fiscal Year 2011-2012 - Michael D. Weaver, Public Safety Department Director**

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements as provided below, for the Public Safety Department for Fiscal Year 2011-2012:

<b>Vendor/Contractor</b>	<b>Amount</b>	<b>Contract Number</b>
A. AT&T Vendor Number: 010542 9-1-1 Communications Fund: 145 (E-911 Operations) Cost Center: 330404	\$230,000	
B. Atmore Ambulance, Inc. Vendor Number: 014605 Walnut Hill Area Ambulance Support Fund: 408 (EMS) Cost Center: 330302	\$88,000	36-Month Agreement approved by Board 01/21/2010
C. Bennett Fire Products Vendor Number: 023109 Firefighting Equipment/Supplies Fund: 143 (Fire Protection) Cost Center: 330206	\$200,000	PD 07-08.129, term extended
D. Bosso's Uniform Company, Inc. Vendor Number: 025101 Firefighter Uniforms Fund: 143 (Fire Protection) Cost Center: 330206	\$80,000	PD 10-11.048
E. Bound Tree Medical, LLC Vendor Number: 025153 Medical Equipment/Supplies Fund: 408 (EMS)/143 (Fire Protection) Cost Center: 330302/330206	\$100,000	PD 09-10.055
F. City of Pensacola Vendor Number: 406544 9-1-1 Communications Fund: 145 (E-911 Operations) Cost Center: 330404	\$240,000	Agreement with Automatic Annual Renewal, as amended, approved by Board 1/23/1996





- O. Physio-Control, Inc. \$53,000  
Vendor Number: 164035  
AED & LifePak Repair and Maintenance  
Fund: 408 (EMS)  
Cost Center: 330302
  
- P. Preferred Governmental Insurance Trust \$100,000  
Vendor Number: 164977  
Volunteer FF Workers' Compensation  
Insurance  
Fund: 143 (Fire Protection)  
Cost Center: 330206
  
- Q. Ten-8 Fire Equipment, Inc. \$100,000 PD 07-08.129, term  
Vendor Number: 200935 extended  
Firefighting Equipment/Supplies  
Fund: 143 (Fire Protection)  
Cost Center: 330206
  
- R. Ward International Trucks, LLC \$115,000  
Vendor Number 230580  
Ambulance Repair  
Fund: 408 (EMS)  
Cost Center: 330302
  
- S. Ward International Trucks, LLC \$80,000  
Vendor Number 230580  
Fire Apparatus Repair  
Fund: 143 (Fire Protection)  
Cost Center: 330206
  
- T. Whitman & Whitman, Inc. \$320,000  
Vendor Number: 232613  
Insurance  
Fund: 143 (Fire Protection)  
Cost Center: 330206

35. Recommendation Concerning PD 10-11.065, General Paving and Drainage Pricing Agreement - Amy Lovoy, Management and Budget Services Department Director

That the Board award Unit Price Contract, PD 10-11.065, General Paving and Drainage Agreement to Panhandle Grading & Paving, Inc., APAC Mid-South, Inc., Utility Service Co., Inc., Gulf Atlantic Constructors, Inc., Heaton Brothers Construction, Co., Inc., Starfish, Inc., of Alabama and Roads, Inc., of NWF, for a term of 36 months, effective October 1, 2011, for an annual amount per vendor not to exceed \$2,000,000.

[Funding: Fund 333, "New Road Construction", Cost Center 210204;  
Fund 351, "Local Option Sales Tax II", Cost Center 210105;  
Fund 352, "Local Option Sales Tax III", Cost Center 210107;  
Fund 352, "Local Option Sales Tax III", Cost Center 210802/350229;  
Fund 181, "Master Drainage Basins", Cost Center 210719 through  
210736;  
Fund 175, "Transportation Trust Fund", Cost Center 210304; and  
Fund 001, "SRIA", Cost Center 211106]

### III. For Discussion

1. Recommendation by the Tourist Development Council Concerning Fiscal Year 2011/2012 4th Cent Tourist Development Tax Allocation to the Pensacola Alumni Charity Foundation - Amy Lovoy, Management and Budget Services, Department Director

That the Board approve a \$6,000 allocation in the Fiscal Year 2011/2012 budget from the 4th Cent Tourist Development Tax for the Pensacola Alumni Charity Foundation. These funds will be spent on a black and white formal scholarship ball at the Sanders Beach - Corrine Jones Facility in February of 2012.

2. Recommendation Concerning Expenditure of Funds for the 2011 Fall Festival Produced by Banks Enterprises - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize reimbursement of expenses incurred prior to October 1, 2011, from the Fiscal Year 2012 Budget for the 2011 Fall Festival, produced by Banks Enterprises, to be held in November of 2011.

3. Recommendation Concerning Borrow Pits - Wilson B. Robertson, Commissioner, District 1

That the Board take the following action concerning reconsidering prior action on borrows pits and direction to staff on enforcement of same:

A. Reconsider the motion approved during the Board of County Commissioners' August 18, 2011, regular meeting that delayed any actions concerning the options in the PowerPoint presentation entitled "Borrow Pits" until after the court case has been settled on the (Orange Blossom Trail) pit that is under the "cease and desist" (Order issued by the Code Enforcement Special Magistrate on July 5, 2011, [C/W Item 5], as recommended by the Committee of the Whole (C/W) at the August 11, 2011, Committee of the Whole Workshop; and

B. Direct County staff to cease enforcement of the permit requirements established within Chapter 42, Article VIII, of the Escambia County Code of Ordinances for existing borrow pits until the Board considers Amendments related to the grandfathering of borrow pits, or for 12 months, whichever occurs sooner, with the exception of any borrow pit that is subject to either a Court Order or a Code Enforcement Special Magistrate Order, as a result of a complaint, investigation, and hearing that occurred prior to the date of this Board action.

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



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

AI-1318

Proclamations Item #: 7.

**BCC Regular Meeting**

**Meeting Date:** 09/15/2011

**Issue:** Centenarian Proclamation - Mr. Robert Mathew Cross

**From:** Charles R. (Randy) Oliver

**Organization:** County Administrator's Office

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Centenarian Proclamation.

Recommendation: That the Board adopt the proclamation honoring and congratulating Mr. Robert Mathew Cross for reaching the age of 100.

**BACKGROUND:**

Centenarians are a living link to our history and are valued members of the community. By recognizing the significant achievements and outstanding service of the Centenarians of Escambia County, we will contribute to the attainment of community vision by creating awareness and value for our citizens.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required by Board Policy Section I, A(6)

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Cen. Proc. - Robert Cross

**PROCLAMATION**

**WHEREAS**, the Board of County Commissioners recognizes that a Centenarian is a person who has attained the age of 100 years or more of life, and the community is enriched by Centenarians. It is a great distinction for Mr. Robert Mathew Cross to celebrate 100 years of life; and

**WHEREAS**, Mr. Robert Mathew Cross was born on September 14, 1911, in Elizabeth, New Jersey, to Sonnie and Martha Cross. He was married twice, once to Alberta Turpin, who died in 1941, and later to Mabel Jackson until her death fifty-one years later; and

**WHEREAS**, upon his mother's death when Mr. Cross was three, his father took him to Gates, North Carolina, to be raised by his father's sister, Mary Hunter; there he attended grammar school. In 1931, he graduated high school from Waters Training School in Winton, North Carolina; and

**WHEREAS**, in 1942, Mr. Cross joined the United States Army at Camp Upton in New York. He later transferred to Eglin Air Force Base, Florida, where he served in the motor pool as a regiment commanding officer's driver and later as a regimental dispatcher. Upon his honorable discharge, he relocated to New York City where he was employed by the City of New York; there he retired as the Assistant Division Chief of the Emergency Medical Service in 1977; and

**WHEREAS**, in 1981, Mr. Cross and his second wife, Mabel, returned to Pensacola, Florida, and united with the St. Mark AME Zion Church, where he still attends regularly; and

**WHEREAS**, Mr. Cross is a very active and vibrant individual who enjoys playing poker and playing pool. His favorite saying is "Never argue with a fool, because people may not know the difference". In 1981, Mr. Cross traveled with other World War II Veterans on the Emerald Coast Honor Flight to visit the World War II Memorial In Washington, D.C.; and

**WHEREAS**, Centenarians are among the fastest-growing segment of our population and create a link to our history. Mr. Cross lauds the spirit, inspiration and endurance represented by one of our oldest residents and is a valued member of our community.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, honors and congratulates Mr. Robert Mathew Cross on reaching the age of 100 and extends best wishes to him for continued good health and happiness.

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

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Kevin W. White, Chairman, District Five

Wilson B. Robertson, Vice Chairman, District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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

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Deputy Clerk

Adopted: September 15, 2011



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

AI-1413

Proclamations Item #: 8.

**BCC Regular Meeting**

**Meeting Date:** 09/15/2011

**Issue:** Adoption of Proclamations

**From:** Charles R. (Randy) Oliver

**Organization:** County Administrator's Office

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Proclamations.

Recommendation: That the Board adopt the following four Proclamations:

- A. The Proclamation commending and congratulating Joseph H. Huff, Escambia County Volunteer Fire Services, on his retirement after 48 years of dedicated service to the citizens of Escambia County;
- B. The Proclamation commending and congratulating the Escambia Search and Rescue for 50 years of service to Northwest Florida, the Gulf Coast and surrounding states;
- C. The Proclamation commending and congratulating Summer Huff for her accomplishments in winning the 2011 National Barrel Horse Association's Youth World Championship; and
- D. The Proclamation commending and congratulating Doug Jernigan for his accomplishments as a recording artist, session player, and teacher of the steel guitar.

**BACKGROUND:**

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

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

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Proclamations



PROCLAMATION

**WHEREAS**, on July 15, 1963, Joseph H. Huff began his career with the Bellview Volunteer Fire Department (VFD). Mr. Huff served at the Bellview VFD until June 1966 when he joined the United States Marine Corps. Mr. Huff served one tour of duty in Vietnam as a Marine Corps Reservist, Crash Rescue Firefighter, until June 1976. When Mr. Huff returned from Vietnam, he joined the Ensley Volunteer Fire Department. Mr. Huff served at the Ensley VFD from October 1969 - August 1997. Mr. Huff then joined the Beulah Volunteer Fire Department, serving from August 1997 through August 31, 2011; and

**WHEREAS**, Mr. Huff has participated in Escambia County's volunteer fire services for 48 years; and

**WHEREAS**, during his 48 years as a Volunteer Firefighter, Mr. Huff has held multiple firefighting certifications, including Firefighter 1, Fire Instructor 1 and Florida Certified EMT. Mr. Huff has been honored by receiving a Lifetime Membership from Ensley and Beulah Volunteer Fire Departments. During his tenure, Mr. Huff has held multiple positions within the Fire Department, including the rank of Assistant District Chief; and

**WHEREAS**, calls for assistance are received at all times during the day. Serving as a Volunteer Firefighter, Mr. Huff has responded to thousands of such calls. Mr. Huff is to be commended for the professionalism he has exhibited while representing Escambia County. Because of the standards of excellence in which he has performed his duties for 48 years, Mr. Huff is highly esteemed by his colleagues.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners, on behalf of the citizens of Escambia County and the firefighting community, expresses sincere appreciation to Mr. Joseph H. Huff for 48 years of excellent and dedicated service as a first responder to the community.

**BE IT FURTHER PROCLAIMED**, that the Board extends best wishes to Mr. Huff on his retirement years – a well-deserved rest.

**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: September 15, 2011

PROCLAMATION

**WHEREAS**, Escambia Search and Rescue (ESAR) was incorporated July 22, 1961, as an all-volunteer organization, funded through community donations; and

**WHEREAS**, ESAR is a member of the National Association for Search and Rescue and provides search, rescue, and recovery services to Federal, State and local fire and law-enforcement agencies; and

**WHEREAS**, ESAR is based in Escambia County but responds to calls from Northwest Florida, the Gulf Coast, and surrounding states; and

**WHEREAS**, ESAR established Project Lifesaver in Northwest Florida, which provides special radio-beacon wristbands to sufferers of Alzheimer's and other forms of dementia; and

**WHEREAS**, ESAR has several specialized commands and projects, such as, boat, dive, communications, support, land, K-9, and family services commands; and

**WHEREAS**, ESAR is celebrating its 50th anniversary as an organization assisting our fellowman in times of need.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, extends its congratulations to Escambia Search and Rescue for 50 years of service to Northwest Florida, the Gulf Coast, and surrounding states.

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

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Kevin W. White, Chairman  
District Five

Wilson B. Robertson, Vice Chairman  
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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

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Deputy Clerk

Adopted: September 15, 2011

PROCLAMATION

**WHEREAS**, Summer Huff is 15 years old and has been riding and showing horses since she was 6 years old; and

**WHEREAS**, throughout the years, Summer Huff has competed in numerous rodeo competitions and has been barrel horse racing for seven years; and

**WHEREAS**, in July 2011, Summer Huff competed in the National Barrel Horse Association's Youth World Championship in Jackson, Mississippi; and

**WHEREAS**, Summer Huff rode Miss Gay Bar Abby, a borrowed horse, and won several horse shows before the World Championships; and

**WHEREAS**, with a time of 14.673 seconds, Summer Huff won the National Barrel Horse Association's Youth World Championship, a three-barrel course.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, extends its congratulations to Summer Huff for her accomplishments in winning the 2011 National Barrel Horse Association's Youth World Championship.

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

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Kevin W. White, Chairman  
District Five

Wilson B. Robertson, Vice Chairman  
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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

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Deputy Clerk

Adopted: September 15, 2011

PROCLAMATION

**WHEREAS**, Doug Jernigan was born in Pensacola and has been playing the steel guitar since age nine when his father bought him his first one; and

**WHEREAS**, Doug Jernigan is a solo artist in the music industry and has recorded many instrumental albums. He performs country, bluegrass, jazz, pop and blues with ease; and

**WHEREAS**, Doug Jernigan is one of the top 10 steel guitarists in the world. He has toured with musicians such as Ferlin Husky, Jimmy Dickens and Johnny Paycheck, performs with a host of country music stars and plays at Nashville's Grand Old Opry; and

**WHEREAS**, for his many accomplishments on the steel guitar, in 1994, Doug Jernigan was inducted into the International Steel Guitar Hall of Fame; and

**WHEREAS**, on September 30th and October 1st, Doug Jernigan will be performing at the Farmers Opry in Chumuckla.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, extends its congratulations to Doug Jernigan for his accomplishments as a recording artist, session player, and teacher of the steel guitar.

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

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Kevin W. White, Chairman  
District Five

Wilson B. Robertson, Vice Chairman  
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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

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Deputy Clerk

Adopted: September 15, 2011



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

**AI-1387**

**Written Communication Item #: 9. A.**

**BCC Regular Meeting**

**Meeting Date:** 09/15/2011

**Issue:** Environmental (Code) Enforcement Lien Relief – 1115 Rachel Circle

**From:** Gordon Pike

**Organization:** Corrections

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

August 14, 2011- Email communication from David Bramblett requesting that the Board forgive a Code Enforcement Lien against property located at 1115 Rachel Circle.

Recommendation: That the Board review and consider lien relief request made by David Bramblett against property located at 1115 Rachel Circle.

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 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.

The owner has no other recourse but to appeal before the Board under Written Communication.

**BACKGROUND:**

On August 27, 2007 the Office of Environmental Enforcement received complaint for trash, overgrowth and dilapidated structure. Officer investigated complaint and observed trash, debris, overgrowth and dilapidated house.

August 30, 2007 A notice of violation for 21 days was posted on site.

September 5, 2007 A notice of violation mailed regular and certified mail. Certified letter received and signed for by Catheryn Morrison on September 28, 2007.

October 23, 2007 The officer conducted the reinspection and observed violations remained.

Hearing requested by officer on October 31, 2007.

Copy of Hearing Notice posted on property on November 14, 2007.

December 3, 2007 Notice of Hearing sent regular and certified mail. Certified mail returned marked "Unclaimed".

December 4, 2007 Hearing held. \$1,100.00 court cost awarded to county and \$50.00 per day fine. Owner had until 12/15/07 to abate overgrowth and remove all trash and debris and until 01/05/08 to abate violations with structure.

Copy of order sent to owners regular and certified mail. Order recorded in Official Records Book 6258 and page 1293. On December 17, 2007 Order received by Vicki Murphy.

December 20, 2007 Reinspection conducted by officer. Violations remain.

September 10, 2008 Reinspection conducted by officer. Violations remain.

Final Notice Prior to Demolition sent regular and certified mail on November 4, 2009. Final notice received and signed for by Terry Morrison.

December 8, 2009 Violations abated by county in the amount of \$12,752.00. Notice of Lien filed in Official Records. OR BK 6540 and PG 991-991.

July 5, 2011 Property was sold at Tax Sale.

**BUDGETARY IMPACT:**

The itemized costs shown in the code enforcement for lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: 12/16/07-12/08/09 @\$50.00 per day \$36,152.00

C. Abatement Fees \$12,752.00

TOTAL \$50,004.00

**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:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

1115 Rachal Circle

**Sandra F Slay**

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**From:** David Bramblett [david.bramblett@hotmail.com]  
**Sent:** Sunday, August 14, 2011 3:58 PM  
**To:** Environmental Enforcement  
**Subject:** 1115 Rachel Circle, 32533

Hello,

My name is David Bramblett and I just acquired this piece of property in a tax sale on Friday, Aug 12 and should have deed in hand this week. There is a large code enforcement lien against the property and I would like to start the process of appealing at least the fines portion of that lien- the \$36,152.00. How do I begin this process?

Thank you,

David Bramblett

## Sandra F Slay

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**From:** Stephen G. West  
**Sent:** Wednesday, August 24, 2011 9:27 AM  
**To:** Sandra F Slay  
**Cc:** Brenda J. Spencer  
**Subject:** RE: 1115 Rachel Circle Lien forgiveness request

Sam:

This request does not meet any of the criteria that would require the County Administrator to deny relief. However, this does not appear to be a case where the tax deed purchaser was surprised to discover the lien. Rather, it is apparent that he acquired the tax deed knowing that the lien existed and proceeded with the intent to seek relief from the BCC. In the past, the Board has indicated that it does not want to encourage this practice. Please feel free to call if you have any questions.

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

**From:** Sandra F Slay  
**Sent:** Monday, August 15, 2011 9:49 AM  
**To:** Stephen G. West  
**Subject:** FW: 1115 Rachel Circle Lien forgiveness request

Good morning Steve,

Please review the attached lien forgiveness request and let me know how to proceed.

Thanks  
Sam

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

**From:** code\_copier@myescambia.com [mailto:code\_copier@myescambia.com]  
**Sent:** Monday, August 15, 2011 9:43 AM  
**To:** Sandra F Slay  
**Subject:**

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

Scan Date: 08.15.2011 10:43:07 (-0400)  
Queries to: [code\\_copier@myescambia.com](mailto:code_copier@myescambia.com)





# 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:** 1115 Rachel Circle  
**Property Owner:** Terry and Catheryn Morrison  
**Original Complaint:** Overgrowth , trash, debris and dilapidated structure  
**EE Case #:** CE 07-08-0957

- 08/27/07 Received complaint for trash, overgrowth and dilapidated structure. Officer investigated complaint and observed trash, debris, overgrowth and dilapidated house.
- 08/30/07 Notice of violation for 21 days posted on site.
- 09/05/07 Notice of violation mailed regular and certified mail.
- 09/28/07 Certified letter received and signed for by Catheryn Morrison.
- 10/23/07 Reinspection conducted and violations remained.
- 10/31/07 Hearing requested by officer.
- 11/14/07 Copy of Hearing Notice posted on property.
- 12/03/07 Notice of Hearing sent regular and certified mail. Certified mail returned marked "Unclaimed".
- 12/04/07 Hearing held. \$1,100.00 court cost awarded to county and \$50.00 per day fine. Owner had until 12/15/07 to abate overgrowth and remove all trash and debris and until 01/05/08 to abate violations with structure.
- 12/05/07 Copy of order sent to owners regular and certified mail. Order recorded in Official Records Book 6258 and page 1293.
- 12/17/07 Order received by Vicki Murphy.
- 12/20/07 Reinspection conducted. Violations remain.
- 09/10/08 Reinspection conducted. Violations remain.
- 11/04/09 Final Notice Prior to Demolition sent regular and certified mail. Final notice received and signed for by Terry Morrison.
- 12/08/09 Violations abated by county in the amount of \$12,752.00.
- 12/10/09 Notice of Lien filed in Official Records. OR BK 6540 and PG 991-991.
- 07/05/11 Property was sold at Tax Sale.

Lien amount	<u>Cost</u>
Administrative Cost	\$1,100.00
Fine 12/16/07 – 12/08/09 @ \$50.00 per day	\$36,152.00
County Abatement Fees	<u>\$12,752.00</u>
<b>TOTAL</b>	<b>\$50,004.00</b>

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



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-1397

Written Communication Item #: 9. B.

### BCC Regular Meeting

Meeting Date: 09/15/2011

Issue: Environmental (Code) Enforcement Lien Relief – 8550 N Century Blvd.

From: Gordon Pike

Organization: Corrections

CAO Approval:

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### Information

#### **RECOMMENDATION:**

Communication from Tammy Bohannon requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 8550 North Century Boulevard.

Recommendation: That the Board review and consider lien relief request made by Tammy Bohannon against property located at 8550 N Century Blvd.

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 request for forgiveness of Liens, staff made the determination that the request does 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.

#### **BACKGROUND:**

April 1, 2009 Officer observed property with overgrowth, deteriorated structure, trash and debris. Owner noticed.

December 1, 2009 Case reassigned to Officer Gilbert. Inspection reveals overgrowth, trash, debris and deteriorated structure. Notice of Violation posted on property. Notice of violation sent regular and certified mail.

January 8, 2010 Notice of violation was returned marked “Unclaimed”.

Reinspection conducted on January 25, 2010 and violations remained.

February 24, 2010 Officer observed overgrowth has been cut. Other violations remain.

Two follow up inspection conducted in March and May with no changes.

August 12, 2010 Violations remained. Special Magistrate requested.

Title search ordered and revealed title vested in Tammy Bohannon.

Notice of Special Magistrate hearing sent regular and certified mail to owners on November 17, 2010. Notice of Hearing received and signed for by Tammy Bohannon.

January 2011 Tammy Bohannon requested continuance. Continuance was granted.

February 15, 2011 Hearing was held. County awarded \$1,100.00 court cost, \$100.00 per day fine and owner has until 03/17/11 to abate overgrowth and trash. Deadline of 4/16/11 to demolish the structure. Copy of Order sent certified and regular mail to owner.  
March 23, 2011 Reinspection conducted. Overgrowth and debris remains. Affidavit of Non Compliance signed by Officer Gilbert.

April 20, 2011 Reinspection conducted. Debris from structure remains along with overgrowth.

On May 2, 2011 Reinspection conducted. All violations abated and Affidavit of Compliance signed by Officer Gilbert.

**BUDGETARY IMPACT:**

The itemized costs shown in the code enforcement for lien:

Lien amount

Court Cost \$1,100.00

Fines (\$100.00 per day 3/18/11-05/01/11) \$4,400.00

TOTAL \$5,500.00

**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:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

8550 N Century Blvd

Dear Mr. Oliver,

My name is Tammy Bohannon and I have owned 8550 N. Century Blvd since 2006. The property is locked and fenced and was hidden from the street with mature vegetation.

I was informed by code enforcement that they wanted all the brush removed and I complied at a cost of \$6,000.00 in 2009. Once the property was cleared it looked worse. Later in 2010 I was told to remove the building and clear the property. I have since complied with this order as well.

I would like to request a waiver of the \$100.00 per day fine from 3/18/11 to 4/17/11. I was granted by the magistrate 30 days to clean the property and 60 days to remove the building. This was an extreme financial hardship yet I have fully fulfilled my obligation.

I have never placed one item on this property, yet continue to find old tires and trash that I must remove in the correct fashion and at my personal expense. The cost to comply with the last order was over \$15,000.00. I agree to the costs of \$1,100.00 and the penalty for 15 days.

I respectfully request the remainder of the fine to be waived.

Respectfully submitted,

Tammy Bohannon  
228 Le Star Board Road  
Pensacola Beach, Florida 32561

RECEIVED  
JUL 21 2011  
County Administrator's Office



# 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:** 8550 N Century Blvd.  
**Property Owner:** Tammy Bohannon  
**Original Complaint:** Overgrowth , deteriorated structure, trash and debris  
**EE Case #:** CE090401871

- 04/01/09 Observed property with overgrowth, deteriorated structure, trash and debris. Owner noticed.
- 12/10/09 Case reassigned to Officer Gilbert. Inspection reveals overgrowth, trash, debris, deteriorated structure . Notice of Violation posted on property. Notice of violation sent regular and certified mail.
- 01/08/10 Notice of violation was returned marked "Unclaimed".
- 01/25/10 Reinspection reveals violations remains.
- 02/24/10 Overgrowth has been cut. Other violations remain.
- 03/24/10 No further progress.
- 05/24/10 No further progress.
- 08/12/10 Reinspection conducted and violations remained. Request for Special Magistrate made.
- 10/26/10 Title search ordered and revealed title vested in Tammy Bohannon.
- 11/04/10 No further progress.
- 11/15/10 Notice of Special Magistrate hearing sent regular and certified mail to owners.
- 11/17/10 Notice of Hearing received and signed for by Tammy Bohannon.
- 01/2011 Owner requested continuance. Granted.
- 02/15/11 Hearing held. County awarded \$1,100.00 court cost, \$100.00 per day fine and owner has until 03/17/11 to abate overgrowth and trash. Deadline of 4/16/11 to demolish the structure. Copy of Order sent certified and regular mail to owner.
- 03/23/11 Reinspection conducted. Overgrowth and derbis remains. Affidavit of Non Compliance signed by Officer Gilbert.
- 04/20/11 Respectin conducted. Debris from structure remains along with overgrowth.
- 05/02/11 Reinspection conducted. All violations abated and Affidavit of Compliance signed by Officer Gilbert.

**Lien amount**

<b>Court Cost</b>	<b>\$1,100.00</b>
<b>Fines (\$100.00 per day 3/18/11-05/01/11)</b>	<b><u>\$4,400.00</u></b>

<b>TOTAL</b>	<b>\$5,500.00</b>
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**This amount does not include the Clerk's recording fees.**

## Sandra F Slay

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**From:** Stephen G. West  
**Sent:** Thursday, July 28, 2011 8:43 AM  
**To:** Sandra F Slay  
**Cc:** Brenda J. Spencer  
**Subject:** RE: 8550 N Century Blvd Lien forgiveness request

Sam:

This one can be denied based on the BCC policy against granting relief to the owner/violator. I will have my assistant prepare a letter for Randy.

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

**From:** Sandra F Slay  
**Sent:** Thursday, July 28, 2011 8:11 AM  
**To:** Stephen G. West  
**Subject:** FW: 8550 N Century Blvd Lien forgiveness request

Please review.

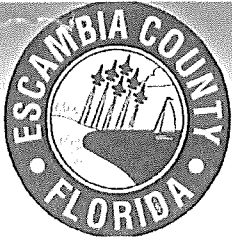
Thanks  
Sam

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

**From:** code\_copier@myescambia.com [mailto:code\_copier@myescambia.com]  
**Sent:** Thursday, July 28, 2011 8:04 AM  
**To:** Sandra F Slay  
**Subject:**

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

Scan Date: 07.28.2011 09:03:46 (-0400)  
Queries to: [code\\_copier@myescambia.com](mailto:code_copier@myescambia.com)



Board of County Commissioners • Escambia County, Florida

Charles R. "Randy" Oliver  
County Administrator

July 28, 2011

Tammy Bohannon  
228 Le Star Board Road  
Pensacola Beach, FL 32561

Re: Your Request for Relief from a County Code Enforcement Lien Against Property  
Located at 8550 N. Century Blvd., Century, Florida

Dear Ms. Bohannon:

In accordance with Section III, H2, of the Escambia County Board of County Commissioners Policy Manual, I have reviewed your request for relief from the County code enforcement lien described in your letter dated July 18, 2011. Regrettably, I must deny your request for relief for the following reasons:

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

If you have any questions or require any additional information, please contact Gordon Pike, Department Director, Code Enforcement or Sandra Slay, Division Manager, Code Enforcement, at 595-1824.

Very truly yours,

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

Charles R. "Randy" Oliver  
County Administrator

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





## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-1309

Public Hearings Item #: 11.

### BCC Regular Meeting

**Meeting Date:** 09/15/2011

**Issue:** 5:31 P.M. Public Hearing for the consideration of the Petition to Vacate a Portion of Rawson Lane as petitioned by Pensacola Christian College, Inc.

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

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### Information

#### RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of Rawson Lane, as petitioned by Pensacola Christian College, Inc.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action regarding the vacation of a portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.:

- A. Approve the Vacation of a portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

Rawson Lane is a paved, County-maintained road (R/W varies). Pensacola Christian College, Inc. (PCC) owns the majority of the property abutting both sides of the portion of Rawson Lane lying north of Brent Lane and south of Airport Boulevard. PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans. PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres), lying north of Brent Lane and south of St. Eusebia Street, as shown on attached Exhibit "A".

#### BACKGROUND:

Rawson Lane is a paved, County-maintained road (R/W varies). Pensacola Christian College, Inc. (PCC) owns the majority of the property abutting both sides of the portion of Rawson Lane lying north of Brent Lane and south of Airport Boulevard. PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans. PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres), lying north of Brent Lane and south of St. Eusebia Street, as shown on attached Exhibit "A". Staff has made no representations to any property owners that Board approval of this request operates to confirm the vesting or return of title to the land to property owners or any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objections to the proposed vacation. All utility companies concerned have been contacted and have no objection to the requested vacation provided a utility easement be retained with the understanding that the County will not be responsible for the maintenance of the easement. No one will be denied access to his or her property as a result of this vacation.

**BUDGETARY IMPACT:**

Indirect staff cost associated with the preparation of documents and recommendation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any Right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning County owned property – Section III, and Florida Statutes, Chapter 336.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this Vacation, the necessary documents will be signed and delivered to the Petitioner or to the Petitioner's Agent, who will have them recorded in the public records and will have notices published.

Staff has been in contact with Shell, Fleming, Davis & Menge, Attorneys at Law, as agent for the Petitioner. It is the responsibility of Petitioner or Petitioner's agent to advertise the Notice of Public Hearing.

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**Attachments**

Petition

Hold Harmless Agreement

Resolution

Adoption

Map



**PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS,  
RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES  
USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR  
PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF,  
TO RENOUNCE AND DISCLAIM ANY RIGHT  
OF THE COUNTY AND THE PUBLIC  
IN AND TO SAID LANDS.**

Petitioner, hereby files this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a portion of Rawson Lane lying between Airport Boulevard and Brent Lane in Escambia County, Florida, a copy of a map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, **PENSACOLA CHRISTIAN COLLEGE, INC.**, presently owns an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

Commence at the northwest corner of Clopton's 60 Acre Tract; thence North 29 degrees 40'00" West along the northerly extension of the west line of said Clopton's 60 Acre Tract for a distance of 997.97 feet to the easterly extension of north line of parcel described in Official Record Book 4151 at page 80 of the public records of Escambia County, Florida for the point of beginning.

Thence North 60 degrees 20'00" East along said easterly extension for a distance of 33.00 feet to the east right of way line of Rawson Lane (R/W varied); thence South 29 degrees 40'00" East along said east right of way line for a distance of 531.81 feet; thence South 60 degrees 20'00" West for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 80.00 feet; thence North 60 degrees 20'00" East for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 100.00 feet; thence South 60 degrees 20'00" West for a distance of 8.00 feet; thence South 29 degrees 40'00" East for a distance of 990.82 feet; thence North 60 degrees 24'25" East for a distance of 0.94 feet; thence South 29 degrees 35'35" East for a distance of 513.35 feet to the northerly line of parcel recorded in Official Record Book 5729 at page 1627 of the public records of said County; thence South 74 degrees 34'13" East along said north line for a distance of 26.69 feet; thence South 60 degrees 18'07" West for a distance of 97.02 feet to the easterly line of parcel recorded in Official Record Book 6059 at page 1893 of the public records of said County; thence North 10 degrees 50'26" East (this course and the next course along said easterly line) for a distance of 7.97 feet; thence North 29 degrees 38'29" West for a distance of 2.08 feet to the westerly line of parcel described in Official Record Book 5729 at page 1625 of the public records of said County; thence North 15 degrees 26'15" East along said westerly line for a distance of 16.82 feet to a point being at STATION 103+99.15/100.00' North offset from the centerline survey of

State Road 296, as shown on F.D.O.T. right of way Map 48270-2400 (F.P. #2224691)(said map being on file at F.D.O.T. District 3 office, Chipley, Florida), also being the northerly line of parcel recorded in Official Record Book 5475 at page 894 of the public records of said County; thence South 60 degrees 18'17" East along said north line for a distance of 0.20 feet; thence North 29 degrees 42'40" West for a distance of 186.54 feet; thence North 49 degrees 07'17" West for a distance of 36.09 feet; thence North 23 degrees 56'17" West for a distance of 71.55 feet; thence North 03 degrees 38'20" West for a distance of 14.37 feet; thence North 29 degrees 44'40" West for a distance of 35.54 feet; thence North 60 degrees 15'20" East for a distance of 10.00 feet; thence North 29 degrees 44'40" West for a distance of 81.92 feet; thence South 60 degrees 22'22" West for a distance of 8.52 feet; thence North 29 degrees 40'00" West for a distance of 1792.78 feet to the north line of parcel described in Official Record Book 4151 at page 80 of the public records of said County; thence North 60 degrees 20'00" East along the easterly extension of said north line for a distance of 33.00 feet to the point of beginning.

All lying and being in Sections 35 and 48, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.14 acres, more or less.

2. That the Petitioner, **PENSACOLA CHRISTIAN COLLEGE, INC.**, desires that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in:

Section 35, Township 1 South, Range 30 West (35-1S-30); and  
Section 48, Township 1 South, Range 30 West (48-1S-30),

portions of which are recorded in: O.R. Book 4151, Page 80; O.R. Book 5729, Pages 1625 and 1627; O.R. Book 6059, Page 1893; O.R. Book 5475, Page 894; and O.R. Book 4151, Page 80, of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

**THEREFORE**, Petitioner requests that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

**PETITIONER:**

**PENSACOLA CHRISTIAN COLLEGE, INC.**

By:   
Arlin R. Horton, President

**PETITIONER'S MAILING ADDRESS:**

Post Office Box 18000  
Pensacola, Florida 32523

**AGENT FOR PETITIONER:**

Stephen B. Shell  
Shell, Fleming, Davis & Menge  
226 Palafox Place, Ninth Floor  
Pensacola, Florida 32502  
(850) 434-2411 phone  
(850) 435-1074 fax  
sshell@shellfleming.com

July 29, 2011  
Date

## **HOLD HARMLESS AGREEMENT**

**WHEREAS, PENSACOLA CHRISTIAN COLLEGE, INC.**, hereafter called "Petitioner" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and the mutual promises contained herein, Petitioner(s) and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

Commence at the northwest corner of Clopton's 60 Acre Tract; thence North 29 degrees 40'00" West along the northerly extension of the west line of said Clopton's 60 Acre Tract for a distance of 997.97 feet to the easterly extension of north line of parcel described in Official Record Book 4151 at page 80 of the public records of Escambia County, Florida for the point of beginning.

Thence North 60 degrees 20'00" East along said easterly extension for a distance of 33.00 feet to the east right of way line of Rawson Lane (R/W varied); thence South 29 degrees 40'00" East along said east right of way line for a distance of 531.81 feet; thence South 60 degrees 20'00" West for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 80.00 feet; thence North 60 degrees 20'00" East for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 100.00 feet; thence South 60 degrees 20'00" West for a distance of 8.00 feet; thence South 29 degrees 40'00" East for a distance of 990.82 feet; thence North 60 degrees 24'25" East for a distance of 0.94 feet; thence South 29 degrees 35'35" East for a distance of 513.35 feet to the northerly line of parcel recorded in Official Record Book 5729 at page 1627 of the public records of said County; thence South 74 degrees 34'13" East along said north line for a distance of 26.69 feet; thence South 60 degrees 18'07" West for a distance of 97.02 feet to the easterly line of parcel recorded in Official Record Book 6059 at page 1893 of the public records of said County; thence North 10 degrees 50'26" East (this course and the next course along said easterly line) for a distance of 7.97 feet; thence North 29 degrees 38'29" West for a distance of 2.08 feet to the westerly line of parcel described in Official Record Book 5729 at page

1625 of the public records of said County; thence North 15 degrees 26'15" East along said westerly line for a distance of 16.82 feet to a point being at STATION 103+99.15/100.00' North offset from the centerline survey of State Road 296, as shown on F.D.O.T. right of way Map 48270-2400 (F.P. #2224691)(said map being on file at F.D.O.T. District 3 office, Chipley, Florida), also being the northerly line of parcel recorded in Official Record Book 5475 at page 894 of the public records of said County; thence South 60 degrees 18'17" East along said north line for a distance of 0.20 feet; thence North 29 degrees 42'40" West for a distance of 186.54 feet; thence North 49 degrees 07'17" West for a distance of 36.09 feet; thence North 23 degrees 56'17" West for a distance of 71.55 feet; thence North 03 degrees 38'20" West for a distance of 14.37 feet; thence North 29 degrees 44'40" West for a distance of 35.54 feet; thence North 60 degrees 15'20" East for a distance of 10.00 feet; thence North 29 degrees 44'40" West for a distance of 81.92 feet; thence South 60 degrees 22'22" West for a distance of 8.52 feet; thence North 29 degrees 40'00" West for a distance of 1792.78 feet to the north line of parcel described in Official Record Book 4151 at page 80 of the public records of said County; thence North 60 degrees 20'00" East along the easterly extension of said north line for a distance of 33.00 feet to the point of beginning.

All lying and being in Sections 35 and 48, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.14 acres, more or less.

2. Petitioner hereby covenants and agrees that it has complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioner hereby covenants and warrants that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioner further hereby agrees to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.



Executed in the presence of:

**PENSACOLA CHRISTIAN  
COLLEGE, INC.**

Evie Loomer  
Witness

By: Arln R. Horton  
Arln R. Horton, President

EVIE LOOMER  
Print name

Date: 8-25-11

Karen Zila  
Witness

Karen Zila  
Print name

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August, 2011, by ARLIN R. HORTON, as President of Pensacola Christian College, Inc. He is () personally known to me, () produced current Florida/Other \_\_\_\_\_ driver's license as identification, and/or () produced current \_\_\_\_\_ as identification.

(Notary Seal must be affixed)



EVIE LOOMER  
MY COMMISSION # DD 838297  
EXPIRES: February 1, 2013  
Bonded Thru Budget Notary Services

Evie Loomer  
Notary Public  
Print name: EVIE LOOMER  
Commission Expires: 2-1-2013  
Commission Number: DD 838297

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

By \_\_\_\_\_  
~~Crover Robinson, Chairman~~  
Kevin W. White, Chairman

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

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

Approved by the B.C.C. on: \_\_\_\_\_

**RESOLUTION NUMBER R \_\_\_\_\_ - \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS, OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.**

**WHEREAS**, PENSACOLA CHRISTIAN COLLEGE, INC. has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

Commence at the northwest corner of Clopton's 60 Acre Tract; thence North 29 degrees 40'00" West along the northerly extension of the west line of said Clopton's 60 Acre Tract for a distance of 997.97 feet to the easterly extension of north line of parcel described in Official Record Book 4151 at page 80 of the public records of Escambia County, Florida for the point of beginning.

Thence North 60 degrees 20'00" East along said easterly extension for a distance of 33.00 feet to the east right of way line of Rawson Lane (R/W varied); thence South 29 degrees 40'00" East along said east right of way line for a distance of 531.81 feet; thence South 60 degrees 20'00" West for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 80.00 feet; thence North 60 degrees 20'00" East for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 100.00 feet; thence South 60 degrees 20'00" West for a distance of 8.00 feet; thence South 29 degrees 40'00" East for a distance of 990.82 feet; thence North 60 degrees 24'25" East for a distance of 0.94 feet; thence South 29 degrees 35'35" East for a distance of 513.35 feet to the northerly line of parcel recorded in Official Record Book 5729 at page 1627 of the public records of said County; thence South 74 degrees 34'13" East along said north line for a distance of 26.69 feet; thence South 60 degrees 18'07" West for a distance of 97.02 feet to the easterly line of parcel recorded in Official Record Book 6059 at page 1893 of the public records of said County; thence North 10 degrees 50'26" East (this course and the next course along said easterly line) for a distance of 7.97 feet; thence North 29 degrees 38'29" West for a distance of 2.08 feet to the westerly line of parcel described in Official Record Book 5729 at page

1625 of the public records of said County; thence North 15 degrees 26'15" East along said westerly line for a distance of 16.82 feet to a point being at STATION 103+99.15/100.00' North offset from the centerline survey of State Road 296, as shown on F.D.O.T. right of way Map 48270-2400 (F.P. #2224691)(said map being on file at F.D.O.T. District 3 office, Chipley, Florida), also being the northerly line of parcel recorded in Official Record Book 5475 at page 894 of the public records of said County; thence South 60 degrees 18'17" East along said north line for a distance of 0.20 feet; thence North 29 degrees 42'40" West for a distance of 186.54 feet; thence North 49 degrees 07'17" West for a distance of 36.09 feet; thence North 23 degrees 56'17" West for a distance of 71.55 feet; thence North 03 degrees 38'20" West for a distance of 14.37 feet; thence North 29 degrees 44'40" West for a distance of 35.54 feet; thence North 60 degrees 15'20" East for a distance of 10.00 feet; thence North 29 degrees 44'40" West for a distance of 81.92 feet; thence South 60 degrees 22'22" West for a distance of 8.52 feet; thence North 29 degrees 40'00" West for a distance of 1792.78 feet to the north line of parcel described in Official Record Book 4151 at page 80 of the public records of said County; thence North 60 degrees 20'00" East along the easterly extension of said north line for a distance of 33.00 feet to the point of beginning.

All lying and being in Sections 35 and 48, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.14 acres, more or less.

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

**WHEREAS**, Petitioner, PENSACOLA CHRISTIAN COLLEGE, INC., has caused to be published on \_\_\_\_\_, A.D., 2011, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 p.m., on September 15, 2011 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

**WHEREAS**, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.
2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed:

Commence at the northwest corner of Clopton's 60 Acre Tract; thence North 29 degrees 40'00" West along the northerly extension of the west line of said Clopton's 60 Acre Tract for a distance of 997.97 feet to the easterly extension of north line of parcel described in Official Record Book 4151 at page 80 of the public records of Escambia County, Florida for the point of beginning.

Thence North 60 degrees 20'00" East along said easterly extension for a distance of 33.00 feet to the east right of way line of Rawson Lane (R/W varied); thence South 29 degrees 40'00" East along said east right of way line for a distance of 531.81 feet; thence South 60 degrees 20'00" West for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 80.00 feet; thence North 60 degrees 20'00" East for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 100.00 feet; thence South 60 degrees 20'00" West for a distance of 8.00 feet; thence South 29 degrees 40'00" East for a distance of 990.82 feet; thence North 60 degrees 24'25" East for a distance of 0.94 feet; thence South 29 degrees 35'35" East for a distance of 513.35 feet to the northerly line of parcel recorded in Official Record Book 5729 at page 1627 of the public records of said County; thence South 74 degrees 34'13" East along said north line for a distance of 26.69 feet; thence South 60 degrees 18'07" West for a distance of 97.02 feet to the easterly line of parcel recorded in Official Record Book 6059 at page 1893 of the public records of said County; thence North 10 degrees 50'26" East (this course and the next course along said easterly line) for a distance of 7.97 feet; thence North 29 degrees 38'29" West for a distance of 2.08 feet to the westerly line of parcel described in Official Record Book 5729 at page 1625 of the public records of said County; thence North 15 degrees 26'15" East along said westerly line for a distance of 16.82 feet to a point being at STATION 103+99.15/100.00' North offset from the centerline survey of State Road 296, as shown on F.D.O.T. right of way Map 48270-2400 (F.P. #2224691)(said map being on file at F.D.O.T. District 3 office, Chipley, Florida), also being the northerly line of parcel recorded in Official Record Book 5475 at page 894 of the public records of said County; thence South 60 degrees 18'17" East along said north line for a distance of 0.20 feet; thence North 29 degrees 42'40" West for a distance of 186.54 feet; thence North 49 degrees 07'17" West for a distance of 36.09 feet; thence North 23 degrees 56'17" West for a distance of 71.55 feet; thence North 03 degrees 38'20" West for a distance of 14.37 feet; thence North 29 degrees 44'40" West for a distance of 35.54 feet; thence North 60 degrees 15'20" East for a distance of 10.00 feet; thence North 29 degrees 44'40" West for a distance of 81.92 feet; thence South 60 degrees 22'22" West for a distance of 8.52 feet; thence North 29 degrees 40'00" West for a distance of 1792.78 feet to the north line of parcel described in Official Record Book 4151 at page 80 of the public records of said County; thence North 60 degrees 20'00" East along the easterly extension of said north line for a distance of 33.00 feet to the point of beginning.

All lying and being in Sections 35 and 48, Township 1 South,

Range 30 West, Escambia County, Florida. Containing 3.14 acres, more or less.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the above-described vacated area remaining subject to a utility easement in favor of Gulf Power Company, AT&T, Cox Cable Company, Emerald Coast Utilities Authority (ECUA) and Energy Services of Pensacola (ESP).

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_  
~~Grever Robinson, Chairman~~  
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

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

Adopted: \_\_\_\_\_

**NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS VACATING, ABANDONING, AND CLOSING EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.**

NOTICE IS HEREBY GIVEN that on \_\_\_\_\_, A.D., 2011, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III (A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

Commence at the northwest corner of Clopton's 60 Acre Tract; thence North 29 degrees 40'00" West along the northerly extension of the west line of said Clopton's 60 Acre Tract for a distance of 997.97 feet to the easterly extension of north line of parcel described in Official Record Book 4151 at page 80 of the public records of Escambia County, Florida for the point of beginning.

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State Road 296, as shown on F.D.O.T. right of way Map 48270-2400 (F.P. #2224691)(said map being on file at F.D.O.T. District 3 office, Chipley, Florida), also being the northerly line of parcel recorded in Official Record Book 5475 at page 894 of the public records of said County; thence South 60 degrees 18'17" East along said north line for a distance of 0.20 feet; thence North 29 degrees 42'40" West for a distance of 186.54 feet; thence North 49 degrees 07'17" West for a distance of 36.09 feet; thence North 23 degrees 56'17" West for a distance of 71.55 feet; thence North 03 degrees 38'20" West for a distance of 14.37 feet; thence North 29 degrees 44'40" West for a distance of 35.54 feet; thence North 60 degrees 15'20" East for a distance of 10.00 feet; thence North 29 degrees 44'40" West for a distance of 81.92 feet; thence South 60 degrees 22'22" West for a distance of 8.52 feet; thence North 29 degrees 40'00" West for a distance of 1792.78 feet to the north line of parcel described in Official Record Book 4151 at page 80 of the public records of said County; thence North 60 degrees 20'00" East along the easterly extension of said north line for a distance of 33.00 feet to the point of beginning.

All lying and being in Sections 35 and 48, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.14 acres, more or less.

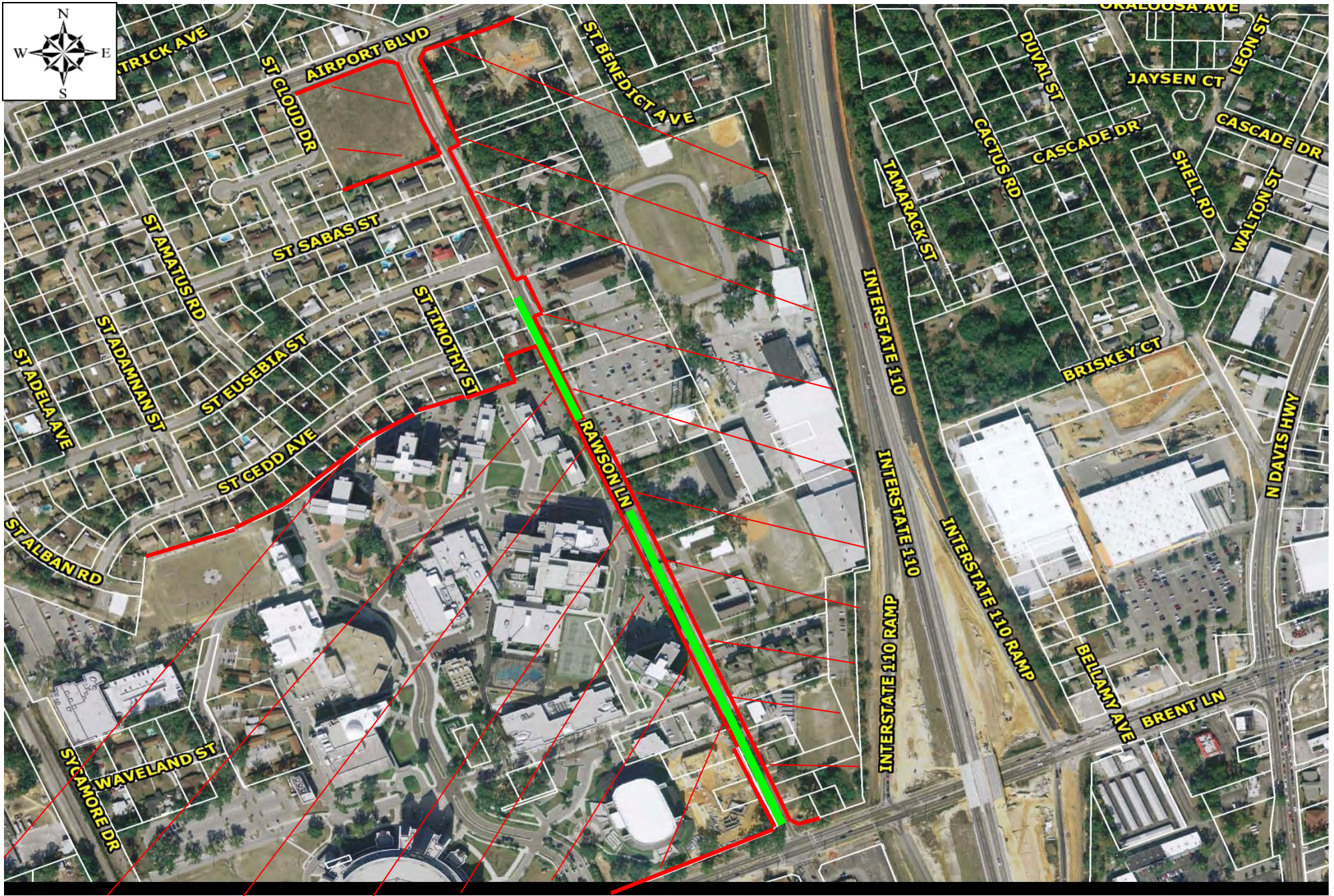
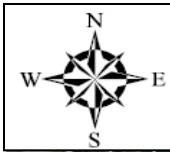
and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2011.

Board of County Commissioners  
Escambia County, Florida



REQUEST TO VACATE PORTION OF RAWSON LANE  
PETITIONER: Pensacola Christian College (PCC)



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT  
JCC 07/29/11    DISTRICT 4



PCC PROPERTY



PORTION OF RAWSON LANE TO BE VACATED





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

**AI-1409**

**Public Hearings Item #: 12.**

**BCC Regular Meeting**

**Meeting Date:** 09/15/2011

**Issue:** 5:32 p.m. Public Hearing - Creating the Roadway Safety Ordinance and Amending the Panhandling Ordinance

**From:** Alison P. Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Roadway Safety Ordinance and amending the Panhandling Ordinance.

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, adopt an Ordinance creating the Roadway Safety Ordinance and amending the Panhandling Ordinance. This Ordinance will be a better tool for enforcement of unsafe roadway practices by pedestrians.

**BACKGROUND:**

This public hearing was scheduled at the September 1, 2011 Board of County Commissioners meeting and further discussions were held at the Committee of the Whole on September 8, 2011.

On March 5, 2007 the Board of County Commissioners enacted the Panhandling and Solicitation Ordinance. Continued issues regarding unsafe uses of public roadways could be addressed by the proposed Roadway Safety Ordinance.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

County Attorney Alison Rogers has drafted the attached ordinance and the proposed ordinance was advertised in the Pensacola News Journal on Saturday, September 3, 2011.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The Escambia County Sheriff's Department and the State Attorney's Office have been notified of the proposed changes.

---

**Attachments**

Proof of Publication

Draft Proposed Ordinance

Published Daily-Pensacola, Escambia County, FL

**PROOF OF PUBLICATION**

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Robin Kingsbury** 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 advertisement in the matter of:

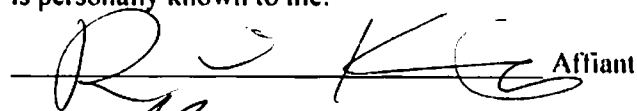
**Notice of Intent to Adopt a County Ordinance**

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

September 3, 2011

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County and Santa Rosa County, Florida, and that the said newspaper has heretofore been published in said Escambia County and Santa Rosa County, Florida, and has been entered as second class matter at the Post Office in said Escambia County and Santa Rosa 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 6<sup>th</sup> Day of **September, 2011**, by **Robin Kingsbury** 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, September 15, 2011** at **6:32 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 ESCAMBIA COUNTY, FLORIDA CREATING A NEW CHAPTER 86, ARTICLE IV, DIVISION 2, SECTIONS 86-108 THROUGH 86-109 AND AMENDING CHAPTER 86, ARTICLE VIII, SECTIONS 86-250 THROUGH 86-253 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; CREATING THE ROADWAY SAFETY ORDINANCE THAT ESTABLISHES REGULATIONS FOR STOPPING AND STANDING ON MEDIANS AND APPROACHING MOTOR VEHICLES OPERATED ON ROADWAYS OR RIGHTS-OF-WAY; PROVIDING FOR PENALTIES; AMENDING SECTIONS 86-250 THROUGH 86-253, THE PANHANDLING ORDINANCE TO PROVIDE FOR ADDITIONAL LEGISLATIVE FINDINGS AND UPDATED COMMUNITY REDEVELOPMENT AREA INFORMATION; 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. 1535512 1T September 3, 2011

**GRANT PAQUIN**  
Notary Public, State of Florida  
My Commission Expires May 31, 2014  
Commission No. DD996828

ORDINANCE NO. 2011-\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING A NEW CHAPTER 86, ARTICLE IV, DIVISION 2, SECTIONS 86-106 THROUGH 86-109 AND AMENDING CHAPTER 86, ARTICLE VIII, SECTIONS 86-250 THROUGH 86-253 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; CREATING THE ROADWAY SAFETY ORDINANCE THAT ESTABLISHES REGULATIONS FOR STOPPING AND STANDING ON MEDIANS AND APPROACHING MOTOR VEHICLES OPERATED ON ROADWAYS OR RIGHTS-OF-WAY; PROVIDING FOR PENALTIES; AMENDING SECTIONS 86-250 THROUGH 86-253, THE PANHANDLING ORDINANCE TO PROVIDE FOR ADDITIONAL LEGISLATIVE FINDINGS AND UPDATED COMMUNITY REDEVELOPMENT AREA INFORMATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, stopping and standing on medians creates a serious safety threat to pedestrians and motorists by causing a distraction to motorists; and,

WHEREAS, approaching motor vehicles operated on roadways or rights-of-way creates a serious threat to public safety by distracting motorists, obstructing the free flow of traffic and posing an immediate danger to both pedestrians and motorists; and,

WHEREAS, the County has a significant interest in protecting the health, safety and welfare of those traveling upon the roadways or rights-of-way or using areas adjacent to the roadways within the County; and

WHEREAS, Escambia County is experiencing an increase in behavior that distracts drivers on the public roads and rights-of-way, poses a safety threat to pedestrian and vehicular traffic and disrupts the flow of traffic; and

WHEREAS, the Escambia County Board of County Commissioners desires to take appropriate measures to protect the health, safety and welfare of those living and traveling within Escambia County, Florida.

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

33 **Section 1.** Chapter 86, Article IV, Division 2, Sections 86-106 through 86-109, are  
34 hereby created to read as follows:

35 **USE OF ROADS AND RIGHTS-OF-WAY**

36 **Section 86-106** **PROVIDING FOR A TITLE.**

37

38 This section shall be known as “The Roadway Safety Ordinance”.

39

40 **Section 86-107** **STOPPING AND STANDING ON MEDIANS.**

41 1. **Findings.** The purpose of this section is to regulate standing or stopping  
42 upon medians in a manner that is narrowly tailored to serve the County’s significant  
43 interests in vehicular and pedestrian safety and the free flow of traffic. This section is  
44 intended to apply evenhandedly to all persons who desire to stand or stop upon  
45 medians, regardless of their message. This section also is intended to leave open  
46 ample alternative channels of communication to engage in First Amendment protected  
47 activity. For example, this section does not prohibit a person from engaging in First  
48 Amendment protected activity on a public sidewalk not in a median. However, nothing  
49 contained in this section shall be construed to permit activities that are otherwise  
50 prohibited by applicable laws, regulations or ordinances.

51 2. **Definition.** For purposes of this section, the term “median” means any  
52 paved or unpaved area that separates vehicular traffic lanes in a right-of-way.

53 3. **Prohibition.** It shall be unlawful for any person to stand or stop upon any  
54 median, except as otherwise provided in this section.

55 4. **Exceptions.** (a.) The prohibitions contained in this section shall not apply  
56 to persons standing or stopping upon medians for the purpose of crossing the street in  
57 accordance with applicable traffic and safety laws, regulations and ordinances. Such  
58 persons standing or stopping upon medians shall cross the street as soon as possible in

59 accordance with applicable traffic and safety laws, regulations and ordinances and  
60 shall not stand or stop upon the median any longer than necessary to legally cross the  
61 street.

62 (b.) The prohibitions contained in this section shall not apply to persons  
63 standing or stopping upon medians for the purpose of conducting government  
64 authorized construction, maintenance or similar activities.

65 **Section 86-108 APPROACHING MOTOR VEHICLES ON ROADWAYS OR**  
66 **RIGHTS-OF-WAY.**  
67

68 1. Findings. The County Commission finds and determines that any  
69 commercial use of the public right-of-way is incompatible with the intended use of the  
70 right-of-way, which is primarily for motor vehicle traffic, is dangerous and otherwise  
71 poses a hazard to both motorists and non-motorists by distracting motorists and by  
72 causing non-motorists to stop and stand in ways that interrupt normal traffic movements  
73 often on the County's most heavily traveled thoroughfares. These hazards are also  
74 created by persons who use the public right-of-way to solicit donations or distribute  
75 printed materials and other items not of a commercial nature. These safety concerns  
76 can be minimized by restricting the solicitation of donations and distribution of printed  
77 materials to sidewalks and other non-traffic areas intended for pedestrian use. The  
78 County Commission finds and determines that preserving the safety of persons using  
79 the public right-of-way is a significant governmental interest and the restrictions on  
80 solicitation set forth below are the least restrictive means of advancing that interest.

81 2. Prohibition. It is unlawful to approach a motor vehicle being operated on a  
82 public roadway or right-of-way open for vehicular traffic for the purposes of:

83 (a.) Soliciting or attempting to solicit as defined in Section 86-251 of this Code,  
84 from any occupant of the motor vehicle; or

85 (b.) Collecting or attempting to collect donations of money or property of any  
86 kind or for any other purposes from any occupant of the motor vehicle; or

87 (c.) Distributing or attempting to distribute literature, property or advertising of  
88 any nature whatsoever to any occupant of the motor vehicle; or

89 (d.) Requesting or attempting to request employment or the purchase of property  
90 or services of any nature whatsoever from any occupant of the motor vehicle; or

91 (e.) Selling or attempting to sell property or services of any nature whatsoever to  
92 any occupant of the motor vehicle.

93 **Section 86-109** **PENALTY.**

94 Any person convicted of violating this ordinance shall be prosecuted in the same  
95 manner as a misdemeanor in the second degree, and upon conviction shall be  
96 punished by a fine not to exceed five hundred dollars (\$500.00) or imprisonment in the  
97 county jail, not to exceed sixty (60) days or by both such fine and imprisonment.

98 **Section 2.** Chapter 86, Article VIII, Sections 86-250 through 253 are hereby amended  
99 to read as follows:

100 **Section 86-250** **LEGISLATIVE FINDINGS.**

101 The Board of County Commissioners hereby make the following legislative  
102 findings:

103 1. Aggressive soliciting, begging or panhandling warrants justifiable alarm or  
104 immediate concern for the safety of persons or property and can cause  
105 apprehension and fear in the intended target of the soliciting, begging or  
106 panhandling.

107 2. Soliciting, begging or panhandling on the public roadways or rights-of-way  
108 creates a safety hazard for both pedestrians and those travelling upon the

109 roadways and rights-of-way, and poses a disruption to the free flow of  
110 traffic.

111 3. Escambia County has a significant interest in protecting the health, safety  
112 and welfare of those peacefully moving about within the County.

113 44. Studies have shown that soliciting, begging or panhandling has a negative  
114 impact on the attraction of businesses to the area as well as the ability to  
115 retain existing businesses; and,

116 25. Studies have shown that soliciting, begging or panhandling causes a  
117 sense of fear and intimidation, particularly at night, on roadways or in  
118 confined areas; and,

119 36. Studies have shown that soliciting, begging or panhandling contributes to  
120 the negative perception of those areas where it occurs, which discourages  
121 shoppers and visitors and contributes to the lack of enjoyment of public  
122 places within those areas.

123 **Section 86-251**      **DEFINITIONS.**

124 A. Arterial roadway means a roadway providing service which is relatively  
125 continuous and of relatively high traffic volume, long trip length, and high  
126 operating speed. In addition, every United States numbered highway is  
127 an arterial road.

128 B. Begging means for purposes of this section only, the same as soliciting,  
129 below.

130 C. Community outreach services means a public or private services provider  
131 that offers residential, rehabilitative, medical or social services assistance,  
132 including but not limited to mental health treatment, drug or alcohol



133 rehabilitation or homeless assistance services for individuals in need  
134 thereof. One example of an entity that can help individuals access such  
135 services is First Call for Help.

136 D. Community Redevelopment Areas means those areas of the County the  
137 Board of County Commissioners has found to be areas of slum and blight  
138 as set forth in §§ 163.330 – 163.463, Fla. Stat.

139 Escambia County's Community Redevelopment Areas include the  
140 Barrancas Redevelopment Area, Brownsville Redevelopment Area,  
141 Cantonment Redevelopment Area, Englewood Redevelopment Area,  
142 Palafox Redevelopment Area and Warrington Redevelopment Area and  
143 these areas are set forth in the map made a part of this ordinance. The  
144 Board of County Commissioners may establish additional Community  
145 Redevelopment Areas pursuant to sections 163.330 – 163.463, Florida  
146 Statutes.

147 E. Panhandling means for purposes of this section only, the same as  
148 soliciting, below.

149 F. Soliciting means for purposes of this section only, any request made in  
150 person on a street, sidewalk, or public place, asking for an immediate  
151 donation of money or other thing of value, including the purchase of an  
152 item or service for an amount far exceeding its value, under circumstances  
153 where a reasonable person would understand that the purchase is a  
154 donation. Soliciting shall not include passively standing or sitting with a  
155 sign or other indication that one is seeking donations without addressing  
156 the request to any specific person.

157 **Section 86-252 SOLICITING, BEGGING OR PANHANDLING PROHIBITED IN**  
158 **CERTAIN AREAS OR UNDER CERTAIN CIRCUMSTANCES.**

159 It shall be unlawful for any person to solicit, beg or panhandle in the  
160 unincorporated areas of Escambia County in the following areas or under the following  
161 circumstances:

- 162 A. On any day after sunset, or before sunrise; or
- 163 B. When either the panhandler or the person being solicited is located at any  
164 of the following locations:
  - 165 1. At a bus stop.
  - 166 2. In any public transportation vehicle.
  - 167 3. In any public transportation facility.
  - 168 4. In a vehicle which is parked or stopped on a public street or alley.
  - 169 5. In a sidewalk café.
  - 170 6. Within 20 feet from any ATM machine or entrance to a bank.
  - 171 7. Within 20 feet of a public toilet facility.
  - 172 8. From any operator of a motor vehicle that is in traffic on a public  
173 street; provided, however, that this prohibition shall not apply to  
174 services rendered in connection with emergency repairs requested  
175 by the owner or passengers of such vehicle; or
- 176 C. In an aggressive manner, to include any of the following:
  - 177 1. Touching the solicited person without the solicited person's  
178 consent.
  - 179 2. Panhandling a person while such person is standing in line and  
180 waiting to be admitted to a commercial establishment.

- 181           3.     Blocking the path of a person being solicited, or the entrance to any  
182                    building or vehicle.
- 183           4.     Following behind, ahead or alongside a person who walks away  
184                    from the panhandler after being solicited.
- 185           5.     Using profane or abusive language, either during the solicitation or  
186                    following a refusal to make a donation, or making any statement,  
187                    gesture, or other communication which would cause a reasonable  
188                    person to be fearful or feel compelled.
- 189           6.     Panhandling in a group of two (2) or more persons; or
- 190     D.     Within 500 feet of the intersection of two arterial roads in any Community  
191            Redevelopment Area (CRA). The intersections of two arterial roads that  
192            fall within a Community Redevelopment Area in the unincorporated areas  
193            of Escambia County are:

194                            *Arterial/Arterial Intersections Located in*  
195                            *Community Redevelopment Areas*

196     **Warrington Redevelopment Area**

- 197     US98 (SR 30) and Navy Blvd (SR 295)  
198     New Warrington Rd. (SR 295) and Navy Blvd. (SR 30)  
199     New Warrington Rd. (SR 295) and Chief's Way (SR 294)  
200     Navy Blvd. (SR 295) and Chief's Way (SR 294)  
201     Gulf Beach Hwy. (SR 292) and Navy Blvd. (SR 295)  
202     Gulf Beach Hwy. (SR 292) and Fairfield Dr. (SR 727)

203     **Palafox Redevelopment Area**

- 204     Fairfield Dr. (SR 295) and Pace Blvd. (SR 292)

205 Palafox St. (SR 95) and Brent Lane (SR 296)

206 "W" St. (CR 453) and Beverly Pkwy. (SR 296)

207 Pace Blvd. (SR 292) and Palafox St. (SR 95)

208 Fairfield Dr. (SR 295) and Palafox St. (SR 95)

209 Fairfield Dr. (SR 295) and "W" St. (CR 453)

210 **Englewood Redevelopment Area**

211 Fairfield Dr. (SR 295) and "W" St. (CR 453)

212 Fairfield Dr. (SR 295) and Pace Blvd. (SR 292)

213 **Barrancas Redevelopment Area**

214 None.

215 **Brownsville Redevelopment Area**

216 New Warrington Rd. (SR 295) and Mobile Hwy. (SR 10A)

217 Mobile Hwy. (SR 10A) and "W" St. (CR 453)

218 Fairfield Dr. (SR 727) and New Warrington Rd. (SR 295)

219 New Warrington Rd. (SR 295) and Mobile Hwy. (SR 10A)-Interchange Overpass

220 Lillian Hwy. (SR 298) and New Warrington Rd. (SR 295)

221 Lillian Hwy. (SR 298) and New Warrington Rd. (SR 295)-Interchange Overpass

222 **Cantonment Redevelopment Area**

223 None.

224 **Note:** Some intersections are listed in two CRAs since some of their boundaries are

225 adjacent.

226 **Section 86-253**      **PENALTIES.**

227            Any person convicted of violating this section shall be prosecuted in the same

228 manner as a misdemeanor in the second degree, and upon conviction shall be

229 punished by a fine not to exceed five hundred dollars (\$500.00) or imprisonment in the  
230 county jail, not to exceed sixty (60) days or by both such fine and imprisonment.

231 In addition, the officer issuing a citation under this section may elect to contact  
232 community outreach services, such as United Way's First Call for Help, in order to  
233 determine whether a referral can be made or services offered to assist the individual  
234 cited. In the event the officer is unable to contact community outreach services at the  
235 time of the officer's contact with the person accused of violating this section, the officer  
236 may supply the person with information sufficient for the person to make such contact at  
237 a later time.

238 **Section 3. SEVERABILITY.**

239 It is declared the intent of the Board of County Commissioners that if any  
240 subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid  
241 or unconstitutional by a Court of competent jurisdiction, such invalidity or  
242 unconstitutionality shall not be so construed as to render invalid or unconstitutional the  
243 remaining provisions of this Ordinance.

244 **Section 4. INCLUSION IN THE CODE.**

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

250 **Section 5. EFFECTIVE DATE.**

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

253 DONE AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

254 BOARD OF COUNTY COMMISSIONERS  
255 ESCAMBIA COUNTY, FLORIDA

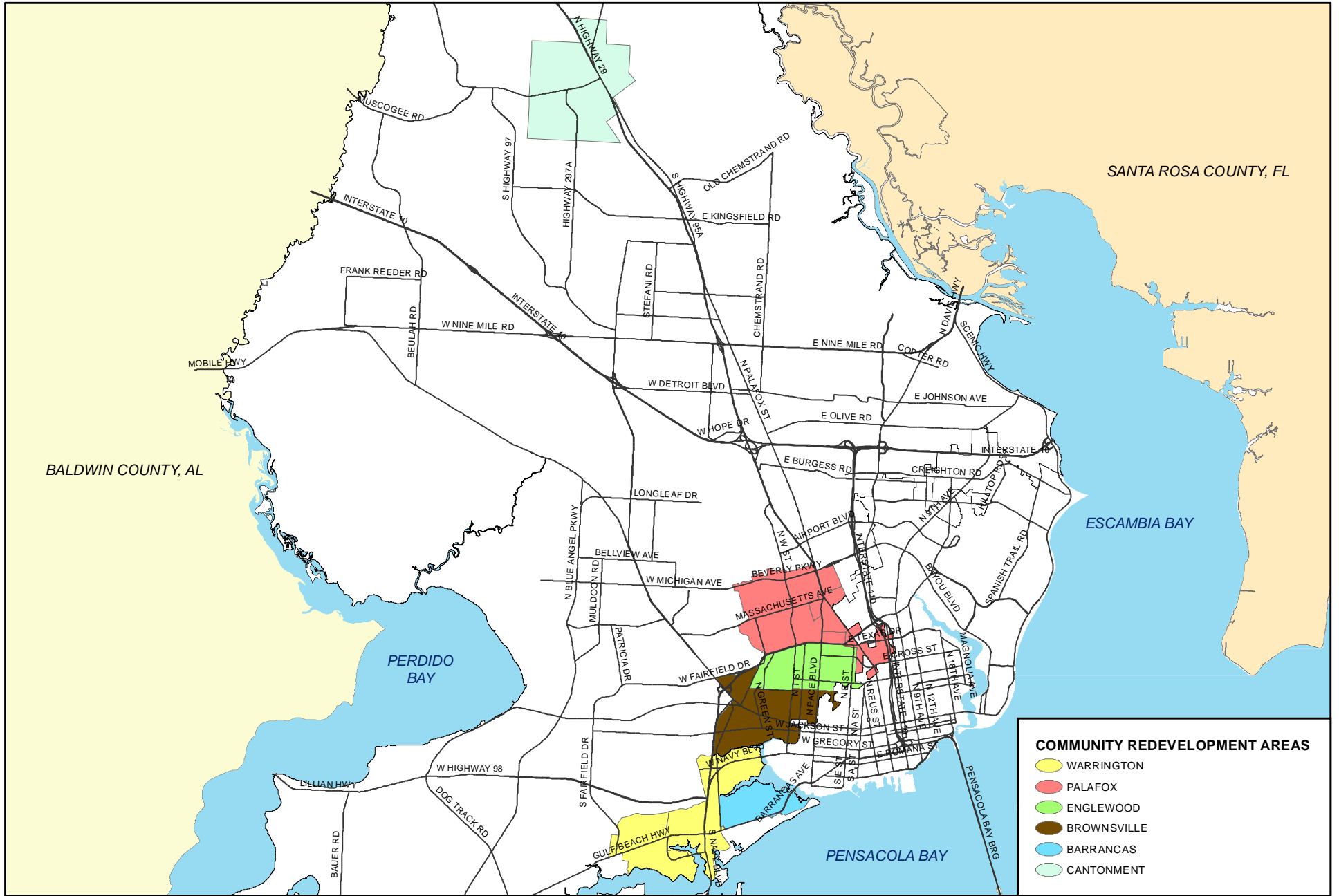
256 By: \_\_\_\_\_  
257 Kevin W. White, Chairman

258  
259 ATTEST: ERNIE LEE MAGAHA  
260 Clerk of the Circuit Court

261  
262  
263 By: \_\_\_\_\_  
264 Deputy Clerk

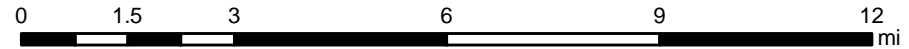
265 (SEAL)  
266 ENACTED:  
267 FILED WITH DEPARTMENT OF STATE:  
268 EFFECTIVE:

# ESCAMBIA COUNTY'S COMMUNITY REDEVELOPMENT AREAS



**COMMUNITY REDEVELOPMENT AREAS**

- WARRINGTON
- PALAFX
- ENGLEWOOD
- BROWNSVILLE
- BARRANCAS
- CANTONMENT



1 in = 3 miles

Source: Community Redevelopment Agency "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate."  
Created August 17, 2011.



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

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

**AI-1333** **Clerk & Comptroller's Report** **Item #: 13. 1.**  
**BCC Regular Meeting**  
**Meeting Date:** 09/15/2011  
**Issue:** Acceptance of Reports  
**From:** Doris Harris  
**Organization:** Clerk & Comptroller's Office

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**Information**

**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 by the Clerk of the Circuit Court & Comptroller's Finance Department:

- A. Payroll Expenditures for Pay Date September 2, 2011, in the amount of \$2,103,013.41; and
- B. The following two Disbursement of Funds:
  - (1) August 25, 2011, to August 31, 2011, in the amount of \$7,639,917.11;
  - (2) September 1, 2011, to September 7, 2011, in the amount of \$7,235,037.84;
- C. The Investment Report for month ended August 31, 2011; and

**(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)**

- D. The Tourist Development Tax Collections Data for the July 2011 returns received in the month of August 2011.

**(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)**

---

**Attachments**

CR I-1





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

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

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

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

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

Pay Date: September 2, 2011

Check No: 50020292	\$7,827.40
Direct Deposits:	\$1,109,349.16
Total Deductions and Matching Costs:	\$985,836.85
Total Expenditures:	\$2,103,013.41

2011 AUG 31 A 11: 32  
 CLERK OF THE BOARD OF  
 COUNTY COMMISSIONERS  
 ESCAMBIA COUNTY, FL.



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

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

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

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

Escambia County, Florida  
 Disbursement of Funds From: 08/25/11 to 08/31/11

DISBURSEMENTS

Computer check run of:

<u>08/31/11</u>	\$ <u>1,887,300.96</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks: \$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>72,088.27</u>
Dental Insurance	\$ <u>49,030.13</u>
Credit Card Purchases	\$ <u>27,021.10</u>
Other                      Veolia Transportation	\$ <u>604,476.65</u>
Investments	\$ <u>5,000,000.00</u>
Total Disbursement by Wire	\$ <u>5,752,616.15</u>
<b>TOTAL DISBURSEMENTS</b>	<b>\$ <u>7,639,917.11</u></b>

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 SEP -1 A 11:30  
 CLERK OF THE BOARD OF  
 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:

09/01/11 to 09/07/11

DISBURSEMENTS

Computer check run of:

<u>09/07/11</u>	\$ <u>0.00</u>
<u>L-Vendor</u>	\$ <u>73,369.27</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Elected Official \$ 7,087,277.15

Credit Card Purchases \$ 8,062.50

Civic Center \$ 66,328.92

Total Disbursement by Wire \$ 7,161,668.57

TOTAL DISBURSEMENTS \$ 7,235,037.84

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 SEP -8 A 8:02  
 CLERK OF THE CIRCUIT COURT OF  
 ESCAMBIA COUNTY, FLORIDA



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

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

**AI-1335** **Clerk & Comptroller's Report** **Item #: 13. 2.**  
**BCC Regular Meeting**  
**Meeting Date:** 09/15/2011  
**Issue:** Write-Off of Accounts Receivable  
**From:** Doris Harris  
**Organization:** Clerk & Comptroller's Office

---

**Information**

**Recommendation:**

**Recommendation Concerning Write-Off of Accounts Receivable**

That the Board adopt the Resolution authorizing the write-off of \$4,597.07 in returned checks and accounts receivable in various funds of the County that have been determined to be uncollectible bad debts.

**Background:**

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write-offs of returned checks and other receivables from various receivable accounts, as detailed in the attached listing. All phases of the collection process have been attempted and have been determined to be uncollectible.

---

**Attachments**

**CR I-2**



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

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & 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

**MEMORANDUM**

**TO:** Honorable Board of County Commissioners

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

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

**DATE:** September 6, 2011

**SUBJECT:** Write Off Accounts Receivables

**RECOMMENDATION:**

That the Board adopt the Resolution authorizing the write off of **\$4,597.07** in returned checks and account receivables in various funds of the County that have been determined to be uncollectible bad debts.

**DISCUSSION:**

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write offs of returned checks and other receivables from various receivable accounts as detailed in the attached listing. All phases of the collection process have been attempted and have been determined to be uncollectible.

PLS/lmh

Attachment

2011 SEP - 6 A 10:46  
 CLERK OF THE BOARD OF  
 COUNTY COMMISSIONERS  
 ERNIE LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.

**RESOLUTION R2011-**

**WHEREAS**, certain returned checks and other receivables totaling **\$4,597.07** are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

**WHEREAS**, diligent efforts have been made to collect the amounts as shown on the attached list.

**NOW THEREFORE**, it is resolved by the Board of County Commissioners of Escambia County, Florida, that:

These accounts shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out his duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including but not limited to use of a collection agency under contract to Escambia County.

**BE IT FURTHER RESOLVED**, that all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Kevin W. White  
Chair

ATTEST:

ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

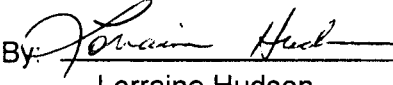
Adopted:



### INTER-OFFICE MEMORANDUM

**TO:** Cheryl Maher, Senior Accounting Supervisor

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

By:   
Lorraine Hudson

**DATE:** September 6, 2011

**SUBJECT:** Returned Checks and Receivables Write-Off  
Ended 09/15/11

The following is a list of all outstanding returned checks greater than 120 days old and uncollectible receivables at September 6, 2011.

<u>Name</u>	<u>Date of Return</u>	<u>Fund</u>	<u>Amount</u>
Osborne Long, Claudia	03/23/2011	001	\$ 91.00
Newburn, Donna G	03/30/2011	001	\$ 105.00
Tsevegjav, Kelly	04/29/2011	001	\$ 73.00
May, Yolanda	04/13/2011	101	\$ 11.00
Smith, Montgomery	04/29/2011	101	\$ 5.00
Clute, Shawn	03/18/2011	352	\$ 60.21
Vitro America, LLC	04/08/2011	406	\$ 27.00
Johnson, Shirley	05/03/2011	406	\$ 58.00
<b>Total Checks</b>			<b>\$ 430.21</b>
Uncollectible Account		352	<u>\$ 4,166.86</u>
<b>Total Receivables</b>			<b>\$ 4,166.86</b>

<b>Grand Total</b>	<b>\$ 4,597.07</b>
--------------------	--------------------



**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-1336** **Clerk & Comptroller's Report** **Item #: 13. 3.**  
**BCC Regular Meeting**  
**Meeting Date:** 09/15/2011  
**Issue:** Minutes and Reports  
**From:** Doris Harris  
**Organization:** Clerk & Comptroller's Office

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**Information**

**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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 1, 2011;
  - B. Approve the Minutes of the Regular Board Meeting held September 1, 2011;
  - C. Approve the Minutes of the Special Board Meeting held September 6, 2011; and
  - D. Approve the Minutes of the First Public Hearing regarding the Fiscal Year 2011-2012 County-Wide Budget and Fiscal Year 2011-2012 Non Ad Valorem Special Assessments Roll held September 13, 2011.
- 

**Attachments**

**CR I-3**



REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA REVIEW  
HELD SEPTEMBER 1, 2011  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:04 a.m. – 9:59 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  
Lorraine Hudson, Accounting Supervisor, Clerk and Comptroller's Office  
Doris Harris, Deputy Clerk to the Board  
Shirley L. Gafford, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., September 1, 2011, Regular Board Meeting, was reviewed as follows:
  - A. Shirley L. Gafford, Program Coordinator, County Administrator's Office, Keith Wilkins, Director, Community & Environment Department, and Sandra Slay, Division Manager, Environmental Enforcement, reviewed the agenda cover sheet;
  - B. Lorraine Hudson, Accounting Supervisor, Clerk and Comptroller's Office, reviewed the Clerk's Report;
  - C. Horace Jones, Planning & Zoning Division Manager, Development Services Department, and County Attorney Rogers reviewed the Growth Management Report;
  - D. County Administrator Oliver, Shirley L. Gafford, Program Coordinator, County Administrator's Office, Gordon Pike, Director, Corrections Department, Larry Goodwin, Real Estate Acquisition Manager, Amy Lovoy, Director, Management and Budget Services Department, and David Wheeler, Deputy Department Director, Facilities Management Branch, Public Works Department, reviewed the County Administrator's Report;
  - E. County Attorney Rogers reviewed the County Attorney's Report; and
  - F. Commissioner Robinson reviewed his add-on items.
2. FOR INFORMATION: John "JD" Dosh, Emergency Management Division Manager, provided a tropical weather update.

1	David Lee Sellers	attorney
2	William Banks	Banks Enterprise
3	Felicia Knight Marlow	CEDEXT
4	Wes Moreno	P/W
5	LARRY GOODWIN	P/W
6	DAVID WHEELER	DW FACILITIES MGT
7	Joshua K. Ohlmann	PUBLIC SAFETY
8	John Weber	HA
9	Amy Leroy	MBS
10	Brandi Ziglar	PIO
11	Cam Johnson	PIO
12	Soupa Daniel	PIO
13	Bob Dennis	MBS/Parking
14	Marilyn Wesley	DCA
15	Vikki GABRETT	WERPC
16	KEN GORDON	ECAAT
17	Michael Ake	Jeolia Transportation
18	<sup>Bishop</sup> Darryl Beundige	Jump off Production
19	Sheila Brundage	Jump off Production
20	Erico Tunstall	Jump off Production
21	Andra Carter	AC Administrative Agency
22	Jay S. Patel	Citizen
23	Nash Patel	T.D.C.
24	ED SCHRÖEDER	CHAMBER
25	Sandra Slay	Env-Inf.
26	mark chapman	Animal Control
27	Brian McBeorn	CHAMBER
28	Swan R Holt	SWM/CEC/PAIC
29	Pat Johnson	DSW
30	Cheryl A. Watson	DSWM

NAME

DEPARTMENT/AGENCY

1	Keith Wilkins	C+E
2	Horace Jones	P&Z
3	Pawa Jucha	300 Pitt.5
4	Mauna Branswell	BCC D1
5	Bucky Ayston	BCC D4
6	<del>Dem Pit</del>	BCC - 2
7	Janice Lee	PNJ
8	Barry Lively	CAO
9	Atlyson Cam	DSB
10	D. Simpson	Legal
11	DON + LIS BARBER	Citizen
12	Henriue Dias	ECSD
13	DAVID MUSSELWHITE	I.T.
14	JOHN DOSH	TEM
15	Joy Blackmon	PW
16	SEAN W. OLIVER	CITIZEN
17	GORDON PIKE	CONNECTIONS
18		
19		
20		
21		
22		
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NAME

DEPARTMENT/AGENCY

1	Lorraine Hudson	Clerk of Court & Comptroller - Finance
2	Doris Harris	Clerk to the Board
3	Charles E. Oliver	County Administrator
4	Shirley J. Dafford	CAO
5	KEVIN W. WHITE	BCC
6	Wilson Robertson	BCC
7	Jane M. Valentin	BCC
8	Marianne Young	BCC
9	Sam L. [Signature]	BCC
10	[Signature]	City Atty
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The attached Ordinance has been reviewed and approved for legal sufficiency by Ryan Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

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

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**Attachments**

Legal Approval;Draft Ordinance;Ordinance Clean Copy

Legal Review

**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: \_\_\_\_\_

Date: \_\_\_\_\_

Date requested back by: \_\_\_\_\_

Requested by: \_\_\_\_\_

Phone Number: \_\_\_\_\_



(LEGAL USE ONLY)

Legal Review by \_\_\_\_\_

Date Received: \_\_\_\_\_

\_\_\_\_\_ Approved as to form and legal sufficiency.

\_\_\_\_\_ Not approved.

\_\_\_\_\_ Make subject to legal signoff.

Additional comments:



Firearm Regulation

Ordinance

Draft 1B



1     **SECTION 1.            AGRICULTURAL (AG) ZONING DISTRICTS.**

2             Article 6, Section 6.05.01. of the Escambia County Land Development Code is  
3 hereby amended as follows:

4  
5     6.05.01. *AG agricultural district, low density.*

6  
7     *B Permitted Uses.*

8  
9         23. Hunting preserves, shooting ranges, gun and rifle clubs, etc.

10  
11     *D. Conditional uses.*

12  
13     ~~1. Hunting preserve, shooting ranges, gun and rifle clubs, etc.~~

14  
15     ~~1.~~ 2. Public buildings for general administrative, executive or studio functions, or for  
16 general warehousing or maintenance operations.

17  
18     ~~2.~~ 3. Wastewater treatment facilities, electric power generation facilities or substations,  
19 and solid waste transfer stations or collection points and/or processing facilities.

20  
21     ~~3.~~ 4. Oil wells/mineral extraction and commercial antenna towers more than 150 feet  
22 in height.

23  
24     ~~4.~~ 5. Hospitals, nursing homes and similar uses, except in the Coastal High Hazard  
25 Area (CHHA) future land use categories.

26  
27     ~~5.~~ 6. The raising of exotic animals and birds.

28  
29     ~~6.~~ 7. Junkyards, salvage yards, and waste tire processing facilities.

30  
31     ~~7.~~ 8. Two-family dwellings.

32  
33     ~~8.~~ 9. Clinics.

34  
35     **SECTION 2.            RURAL RESIDENTIAL (RR) ZONING DISTRICTS.**

36             Article 6, Section 6.05.02. of the Escambia County Land Development Code is  
37 hereby amended as follows:

38     6.05.02. *RR rural residential district (cumulative), low density.*

- 1 C. *Conditional uses.*
- 2 ~~6. Shooting ranges, gun and rifle clubs, etc.~~
- 3 ~~6.~~ 7. Country clubs, golf courses and tennis clubs.
- 4 ~~7.~~ 8. Any conditional use permitted in the preceding district, except antenna towers.
- 5 ~~8.~~ 9. Guest residence for medical care.
- 6 ~~9.~~ 10. Borrow pits and reclamation activities thereof (subject to local permit and
- 7 development review requirements per Escambia County Code of Ordinances,
- 8 Part I, Chapter 42, article VIII, and performance standards in Part III, the Land
- 9 Development Code, article 7).
- 10 ~~10.~~ 11. Solid waste transfer stations, collection points, and/or processing facilities.

11 **SECTION 3. VILLAGES AGRICULTURAL (VAG) ZONING DISTRICTS.**

12 Article 6, Section 6.05.22. of the Escambia County Land Development Code is

13 hereby amended as follows:

14 *6.05.22. VAG villages agricultural districts.*

15 *B. Permitted uses.*

16 24. Hunting preserves, shooting ranges, gun and rifle clubs, etc.

17 *D. Conditional uses.*

18 ~~1. Hunting preserves, shooting ranges, gun and rifle clubs, etc.~~

19 ~~1.~~ 2. Golf courses, tennis centers, swimming clubs and customary attendant facilities

20 and accessory buildings.

21 ~~2.~~ 3. Public buildings for general administrative, executive or studio functions, or for

22 general warehousing or maintenance operations (see section 6.08.02).

- 1 3. 4. Wastewater treatment facilities, electric power generation facilities or substations,
- 2 and solid waste transfer stations, collection points and/or processing facilities.
- 3 4. 5. Oil wells/mineral extraction and commercial antenna towers more than 150 feet in
- 4 height.
- 5 5. 6. Hospitals, clinics, nursing homes and similar uses.
- 6 6. 7. Borrow pits and reclamation activities thereof (subject to local permit and
- 7 development review requirements per Escambia County Code of Ordinances,
- 8 Part I, Chapter 42, article VIII, and performance standards in Part III, the Land
- 9 Development Code, article 7).
- 10 7. 8. Junkyards, salvage yards, and waste tire processing facilities.

11

12 **SECTION 4. SEVERABILITY.**

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

16

17 **SECTION 5. INCLUSION IN THE CODE.**

18 It is the intention of the Board of County Commissioners that the provisions of  
19 this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2009); and  
20 that the sections, subsections and other provisions of this Ordinance may be  
21 renumbered or relettered and the word “ordinance” may be changed to “section”,  
22 “article”, or such other appropriate word or phrase in order to accomplish such  
23 intentions.



Firearm Regulation

Ordinance

Clean Copy

ORDINANCE NUMBER 2011-\_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING AND REPEALING CERTAIN LAND DEVELOPMENT CODE SECTIONS TO ENSURE COMPLIANCE WITH THE STATE PREEMPTION OF LOCAL FIREARM REGULATIONS; AMENDING ARTICLE 6, SECTION 6.05.01.D. BY DELETING HUNTING PRESERVES, SHOOTING RANGES, AND GUN AND RIFLE CLUBS AS CONDITIONAL USES IN THE AGRICULTURAL (AG) ZONING DISTRICTS; AMENDING ARTICLE 6, SECTION 6.05.01.B. TO ADD HUNTING PRESERVES, SHOOTING RANGES, AND GUN AND RIFLE CLUBS AS PERMITTED USES IN THE AGRICULTURAL (AG) ZONING DISTRICTS; AMENDING ARTICLE 6, SECTION 6.05.02.D. BY DELETING THE SAME AS CONDITIONAL USES IN THE RURAL RESIDENTIAL (RR) ZONING DISTRICTS; AMENDING ARTICLE 6, SECTION 6.05.22.D. BY DELETING THE SAME IN THE VILLAGES AGRICULTURAL (VAG) ZONING DISTRICTS; AMENDING ARTICLE 6, SECTION 6.05.22.B. TO ADD HUNTING PRESERVES, SHOOTING RANGES, AND GUN AND RIFLE CLUBS AS PERMITTED USES IN THE VAG ZONING DISTRICTS; 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 Land Development Code to ensure compliance with the Section 790.33, as amended by House Bill 45.

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



**SECTION 1.            AGRICULTURAL (AG) ZONING DISTRICTS.**

Article 6, Section 6.05.01. of the Escambia County Land Development Code is hereby amended as follows:

*6.05.01. AG agricultural district, low density.*

*B Permitted Uses.*

*23. Hunting preserves, shooting ranges, gun and rifle clubs, etc.*

*D. Conditional uses.*

~~1. Hunting preserve, shooting ranges, gun and rifle clubs, etc.~~

1. ~~2.~~ Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.

2. ~~3.~~ Wastewater treatment facilities, electric power generation facilities or substations, and solid waste transfer stations or collection points and/or processing facilities.

3. ~~4.~~ Oil wells/mineral extraction and commercial antenna towers more than 150 feet in height.

4. ~~5.~~ Hospitals, nursing homes and similar uses, except in the Coastal High Hazard Area (CHHA) future land use categories.

5. ~~6.~~ The raising of exotic animals and birds.

6. ~~7.~~ Junkyards, salvage yards, and waste tire processing facilities.

7. ~~8.~~ Two-family dwellings.

8. ~~9.~~ Clinics.

**SECTION 2.            RURAL RESIDENTIAL (RR) ZONING DISTRICTS.**

Article 6, Section 6.05.02. of the Escambia County Land Development Code is hereby amended as follows:

*6.05.02. RR rural residential district (cumulative), low density.*

*C. Conditional uses.*

- ~~6. Shooting ranges, gun and rifle clubs, etc.~~
- ~~6.~~ 7. Country clubs, golf courses and tennis clubs.
- ~~7.~~ 8. Any conditional use permitted in the preceding district, except antenna towers.
- ~~8.~~ 9. Guest residence for medical care.
- ~~9.~~ 10. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
- ~~10.~~ 11. Solid waste transfer stations, collection points, and/or processing facilities.

**SECTION 3. VILLAGES AGRICULTURAL (VAG) ZONING DISTRICTS.**

Article 6, Section 6.05.22. of the Escambia County Land Development Code is hereby amended as follows:

6.05.22. *VAG villages agricultural districts.*

*B. Permitted uses.*

~~24. Hunting preserves, shooting ranges, gun and rifle clubs, etc.~~

*D. Conditional uses.*

~~1. Hunting preserves, shooting ranges, gun and rifle clubs, etc.~~

~~1.~~ 2. Golf courses, tennis centers, swimming clubs and customary attendant facilities and accessory buildings.

~~2.~~ 3. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations (see section 6.08.02).

~~3.~~ 4. Wastewater treatment facilities, electric power generation facilities or substations, and solid waste transfer stations, collection points and/or processing facilities.

- 4.-5. Oil wells/mineral extraction and commercial antenna towers more than 150 feet in height.
- 5.-6. Hospitals, clinics, nursing homes and similar uses.
- 6.-7. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
- 7.-8. Junkyards, salvage yards, and waste tire processing facilities.

**SECTION 4.            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 5.            INCLUSION IN THE 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. (2009); 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.

**INTENTIONALLY LEFT BLANK**

**SECTION 6.            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: \_\_\_\_\_



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

**AI-1306** **Growth Management Report** **Item #: 13. 2.**  
**BCC Regular Meeting** **Public Hearing**  
**Meeting Date:** 09/15/2011  
**Issue:** 5:46 p.m. - A Public Hearing - Detailed Specific Area Plans  
**From:** T. Lloyd Kerr, AICP  
**Organization:** Development Services

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**Information**

**RECOMMENDATION:**

5:46 p.m. A Public Hearing concerning the Review of the Detailed Specific Area Plan

That the Board review and adopt an ordinance of Escambia County, Florida, adopting the Jacks Branch Village and Muscogee Village Detailed Specific Area Plans (DSAP), and supporting maps.

**(ORDINANCE AND DSAP PACKAGE TO BE DISTRIBUTED UNDER SEPARATE COVER)**

**BACKGROUND:**

The Sector Plan formal agreement was signed by the Board of County Commissioners (BCC) April 3, 2008; a conceptual, long-term build-out overlay and the Sector Plan Goals, Objectives & Polices were incorporated into the EAR Based Amendments; the Adoption Package (Ordinance 2011-03) was approved by the BCC January 20, 2011. The Notice of Intent of in Compliance from DCA was received February 7, 2011. As part of the Sector plan process, the Detailed Specific Area Plan provides defined development standards for areas that are at least 1,000 acres, such as identifying the distribution, extent, and location of future uses; public facilities, including those outside the jurisdiction and those necessary for the short term; and natural resources in the region. As with the conceptual overlay, the specific area plan includes guidelines and principles that address urban form and procedures for intergovernmental coordination.

At the September 12, 2011 Planning Board meeting the Planning Board will review and forward its recommendation to the Board of County Commissioners.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Implementation of this Ordinance will consist of adoption of the Detailed Specific Area Plans and maps in support of the Escambia County Mid - West Sector Plan.

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

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

**AI-1424** **Growth Management Report** **Item #: 13. 1.**  
**BCC Regular Meeting** **Consent**  
**Meeting Date:** 09/15/2011  
**Issue:** Schedule of Public Hearings  
**From:** T. Lloyd Kerr, AICP  
**Organization:** Development Services

---

**Information**

**RECOMMENDATION:**

**Recommendation Concerning the Scheduling of Public Hearings**

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

**Thursday October 6, 2011**

A. 5:45 p.m. - A Public Hearing - Vested Rights Determination for 7951 Pine Forest Rd; and

B. 5:46 p.m. - A Public Hearing - Comprehensive Plan Amendment- Chapter 7," Future Land Use Element."

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

**AI-1230**

**County Administrator's Report Item #: 13. 1.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/15/2011

**Issue:** Community & Environment - Request for Disposition of Property

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Requests for Disposition of Property for the Community & Environment Department - Keith Wilkins, REP, Community & Environment Department Director

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

**BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be properly disposed.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Property will be disposed of according to the Disposition of County Property policies of the BCC.

---




## **Attachments**

Disposition Forms

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Community & Environment COST CENTER NO: 220101

Keith Wilkins \_\_\_\_\_ DATE: \_\_\_\_\_  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-1630

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	53959	Optiplex Computer	4VDD871	SX280	2005	

Disposal Comments: REPLACED BY NEW EQUIPMENT

INFORMATION TECHNOLOGY (IT Technician): DAVID SCRUGGS  
 Print Name


Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 14 JUN 11 Information Technology Technician Signature: 

TO: County Administration Date: 6-22-11  
 FROM: Escambia County Bureau Bureau Chief (Signature): 

Bureau Chief (Print Name): Keith Wilkins

RECOMMENDATION: Date: 8-22-11  
 TO: Board of County Commissioners  
 FROM: County Administration  
 Charles R. "Randy" Oliver  
 County Administrator or designee   
**Acting County Administrator**

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department


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



## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Community & Environment COST CENTER NO: 221001

Keith Wilkins DATE: \_\_\_\_\_  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-1630

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53710	Dell Computer	D284Y61	SX280		Unusable
Y	54004	Dell Computer	7F94M71	SX280		Unusable
Y	55585	Dell Computer	JMIM9C1	GX620		Unusable


Disposal Comments: Replaced with new equipment

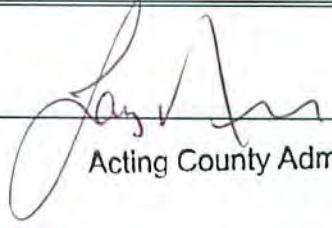
INFORMATION TECHNOLOGY (IT Technician): Teresa A. Creel  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/19/11 Information Technology Technician Signature: 

TO: County Administration Date: \_\_\_\_\_  
 FROM: Escambia County Bureau Bureau Chief (Signature):   
 Bureau Chief (Print Name): Keith Wilkins

RECOMMENDATION: Date: 8-22-11  
 TO: Board of County Commissioners  
 FROM: County Administration  
 Charles R. "Randy" Oliver  
 County Administrator or designee   
 Acting County Administrator

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department  
 Clerk & Comptroller's Finance Signature of Receipt Date

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Dept.: Community & Environment COST CENTER NO: 221001

Keith Wilkins DATE: 8/1/11  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-1630

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	55567	Desk Set		9200 Series	12/1/2006	Unusable

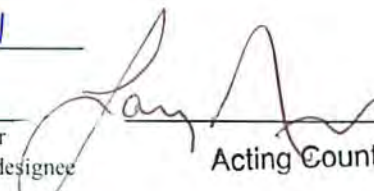
Disposal Comments: Replaced with new equipment

TO: County Administration Date: 8/1/11  
 FROM: Escambia County Department Head: 

Department Head: Keith Wilkins

**RECOMMENDATION:**

TO: Board of County Commissioners  
 FROM: County Administration

Date: 8-22-11  
  
 Charles R. "Randy" Oliver  
 County Administrator or designee **Acting County Administrator**

Approved by the County Commission and Recorded in the Minutes of:  
 \_\_\_\_\_  
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

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

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 02-16-11





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

AI-1329

County Administrator's Report Item #: 13. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/15/2011

Issue: CRA Meeting Minutes August 18, 2011

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning CRA Meeting Minutes August 18, 2011 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the August 18, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

**BACKGROUND:**

On August 18, 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

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**Attachments**

CRA Minutes of Meeting August 18, 2011



**MINUTES**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**August 18, 2011**  
**8:45 a.m.**

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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, **(Absent)**  
Commissioner, Grover Robinson, IV, District 4 **(Absent)**  
Commissioner Kevin White, District 5  
Larry Newsom, Assistant County Administrator  
Alison Rogers, County Attorney

Commissioner Valentino called the meeting to order at 8:49a.m. Community & Environment Department (CED) staff requested Escambia County Community Redevelopment Agency (CRA) take the following actions:

A. Approve the following six Commercial Facade, Landscape, and Infrastructure 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>
Relax Inn Motel Corporation	3725 Mobile Highway	\$9,900
Robert K. Mandel	1000 North "W" Street	\$10,000
Rydon, Inc.	1002 North Navy Boulevard	\$10,000
Litedra C. Burgess	919 West Michigan Avenue	\$1,865
Katie Bell Nell, Trustee	41 South Navy Boulevard	\$10,000
Jim Veal	3460 Barrancas Avenue	\$10,000;

B. Accept, for filing with the Board's Minutes, the July 21, 2011, CRA meeting minutes prepared by Vera Cardia-Lively, Senior Office Support Assistant;

C. Rescind the Sign Grant Program Funding Agreement between Escambia County CRA and Fun Zone Pizza, Inc., owner of commercial property located at 1000 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$2,000, for the following improvements: install a solar-powered Entrance and Exit sign;

D. Rescind the Sign Grant Program Funding Agreement between Escambia County CRA and Rydon, Inc., owner of commercial property located at 1002 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$2,000, for the following improvements: install solar-powered Entrance and Exit signs;

E. Approve the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Caribbean Landscaping of NWFL, owner of commercial property located at 3704 West Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$10,000, for landscaping improvements that include Palms trees, flowering shrubs, and other native plants;

F. Approve the Commercial Sign Grant Program Funding Agreement 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 \$1,737, to install a new sign;

G. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Wanda D. Brown, owner of residential property located at 416 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$4,784, for the installation of new storm windows;

H. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kara Jean Burgess, owner of residential property located at 619 McCarroll Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$4,398, for the following improvements: install a new central heating & air conditioning system and new storm windows; and

I. Authorize the Chairman to sign the Funding and Lien Agreements, the Cancellation of Liens, and any related documents.

Motion was made by Commissioner White to move actions A through I; Commissioner Robertson seconded the motion.

**Motion approved (3-0)** with Commissioner Robinson and Commissioner Young absent.

The meeting adjourned at 8:50a.m.



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

**AI-1325**

**County Administrator's Report Item #: 13. 3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/15/2011

**Issue:** Disposition of Property for Corrections Department

**From:** Gordon Pike

**Organization:** Corrections

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Request for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board approve five Request for Disposition of Property Forms for the Corrections Department, for property which is no longer in service, has been damaged beyond repair and/is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Forms noting the reason for disposal.

**BACKGROUND:**

The items listed on the Request for Disposition of Property forms are no longer used by the Corrections Department, are in bad condition, and will be disposed of as indicated on the forms.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

Disposal Forms for 9-1-11













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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Corrections COST CENTER NO: 290101

Phillip Smith DATE: 8/22/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Phillip Smith* Phone No: 850-554-3287

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	42503	Laser Printer			4/19/1995	Obsolite
Y	48000	Copier			9/27/1999	Obsolite
Y	49281	Printer			1/8/2001	Obsolite
Y	50473	Laserjet Printer			10/19/2001	Obsolite
Y	50812	Desktop Compter			3/18/2002	Obsolite
Y	48000	Interface Turns Savin/Printer			11/30/1999	Obsolite

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): Roy L. Gilmore  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/22/11 Information Technology Technician Signature: *[Signature]*

TO: County Administration Date: 08/22/2011  
 FROM: Escambia County Bureau Bureau Chief (Signature): *[Signature]*  
 Bureau Chief (Print Name) Gordon C. Pike

RECOMMENDATION: Date: 8/26/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
Charles R. Oliver  
 Charles R. "Randy" Oliver, ~~CFA, PE~~  
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department  
 \_\_\_\_\_  
 Clerk & Comptroller's Finance Signature of Receipt Date



## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Corrections COST CENTER NO: 290101

Phillip Smith DATE: 8/22/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Phillip Smith* Phone No: 850-554-3287

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53704	Computer Server			2/7/2005	Obsolite
Y	54215	Computer			9/30/2005	Obsolite
Y	54692	Computer			1/16/2006	Obsolite
Y	54767	Laptop Computer			2/22/2006	Obsolite
Y	55533	Savin Copier			12/6/2006	Obsolite
Y	57813	Toughbook Computer		Panasonic	8/15/2008	Stolen *

Disposal Comments: \*57813 Stolen Toughbook laptop Sheriff's Office report is attached

INFORMATION TECHNOLOGY (IT Technician): Roy L. Gilmore  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/22/11 Information Technology Technician Signature: *[Signature]*

TO: County Administration Date: 08/22/11  
 FROM: Escambia County Bureau Bureau Chief (Signature): *[Signature]*  
 Bureau Chief (Print Name) Gordon C. Pike

RECOMMENDATION: Date: 8/26/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
Charles R. Oliver  
 Charles R. "Randy" Oliver, ~~CRA, PE~~  
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department  
 \_\_\_\_\_  
 Clerk & Comptroller's Finance Signature of Receipt Date

OFFICIAL RECORD

TO: MARCUS FALKNER - RISK MANAGEMENT

FROM: ORIGINAL RECORDS PLH

ESCAMBIA COUNTY SHERIFF'S OFFICE

Printed On: 11/15/2010 @ 10:54

11/15/10

Offense Number EC SO10OFF029028 Offense Description 19-0 BURGLARY: VEHICLE CAD Incident No EC SO10CAD228900

Range of 10/25/2010 00:01 Reported Arrived Completed Occurrence: 10/25/2010 06:13 10/25/2010 06:13 10/25/2010 06:24 10/25/2010 07:29

ADDRESS OF OCCURRENCE

No. Di Street A/L City ST Zip 3740 STEFANI RD CANTONMENT FL 32533 (GEO) (Latitude / Longitude) 4 - 14 - B - 30.54227 / -87.3003

Business ESCAMBIA COUNTY FACILITIES MBI ID: EC SO00MBI000655

Business Type: Victim

No. Di Street A/L City ST Zip 1190 W LEONARD ST PENSACOLA FL 32501 (GEO) (Latitude / Longitude) - - -

Business ESCAMBIA COUNTY CODE ENFORCMNT MBI ID: EC SO99MBI000003

Business Type: Victim

No. Di Street A/L City ST Zip 1190 W LEONARD ST PENSACOLA FL 32501 (GEO) (Latitude / Longitude) 3 - 01B - -

Business ESCAMBIA COUNTY ENGINEERING MBI ID: B1998-000000043

Business Type: Victim

No. Di Street A/L City ST Zip 1190 E LEONARD ST PENSACOLA FL 32501 (GEO) (Latitude / Longitude) - - -

PERSONS

[RP/REP PERSON] MNI ID: N1997-005032622

Last First Middle Title R S DOB Age GRIFFITH DOUGLAS SCOTT W M 06/21/1975 35 Hgt Wgt Eyes Hair I.D. No. St Type Ethnicity: 5'10" 170 BRO BRO FL DL

Residence: Within jurisdiction

Extent of Injury: Verify For Rape Exam: No Treated For Rape Injury: No

General Appearance:

Demeanor:

Clothing:

Clothing Description:

Probable Destination:

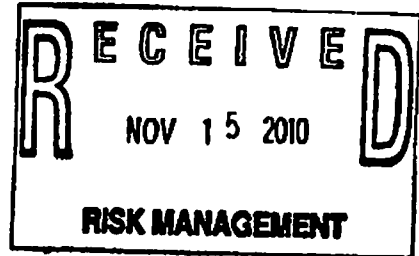
Birth Location: \* none reported \*

Address:

3071 E KINGSFIELD RD PENSACOLA FL 32514 Phone: (850)712-1297

Occupation:

Business: ESCAMBIA COUNTY ENGINEERING



[V VICTIM] MNI ID: EC SO00MNI020752

OFFICIAL RECORD

TO: MARCUS FALKNER - RISK MANAGEMENT

FROM: OFFENSE REPORT  
CRIMINAL RECORDS PLH  
ECSO10OFF029028

ESCAMBIA COUNTY SHERIFF'S OFFICE

Printed On: 11/15/2010 @10:54

11/15/10

Last	First	Middle	Title	R	S	DOB	Age
LITTLEJOHN	STEVEN	L		W	M	09/17/1956	54
Hgt	Wgt	Eyes	Hair	ID.No.	St	Type	Ethnicity:
	0						

Residence: Within jurisdiction

Status: Victim Secondary Offense

Victim/Offender Relationship: Unknown Offender Known To Victim: No

Extent of Injury: Verify For Rape Exam: No Treated For Rape Injury: No

General Appearance:

Demeanor:

Clothing:

Clothing Description:

Probable Destination:

Birth Location: \* none reported \*

Address:

\* none reported \*

Occupation:

Business: CODE ENFORCEMENT, Job Title: OFFICER, Phone: (850)595-3515  
1190 W LEONARD ST PENSACOLA FL 325

CHARGES/OFFENSES

Statute: 806.13.1b2 Counts : 3 UCR: 2900 NCIC :

Charge : DAMAGE PROP-CRIM MISCH  
Desc : OVER 200 TO UNDER 1000  
General Offense Code... (GOC): N Not Applicable  
Arrest Charge Level.....(ACL): M Misdemeanor  
Arrest Charge Degree...(ACD): F First Degree  
Arrest Offense Number.(AON): 2907

Statute: 810.02.4b Counts : 3 UCR: 230F NCIC :

Charge : BURGL  
Desc : UNOCCUPIED CONVEYANCE UNARMED  
General Offense Code... (GOC): N Not Applicable  
Arrest Charge Level.....(ACL): F Felony  
Arrest Charge Degree...(ACD): T Third Degree  
Arrest Offense Number.(AON): 2299

Statute: 812.014.2c1 Counts : 2 UCR: 230F NCIC :

Charge : LARC  
Desc : GRAND THEFT 300 LESS THAN 5K DOLS  
General Offense Code... (GOC): N Not Applicable  
Arrest Charge Level.....(ACL): F Felony  
Arrest Charge Degree...(ACD): T ThlrD Degree  
Arrest Offense Number.(AON): 2399

Statute: 812.014.3a Counts : 1 UCR: 230F NCIC :

Charge : LARC  
Desc : PETIT THEFT 2ND DEGREE 1ST OFFENSE  
General Offense Code... (GOC): N Not Applicable  
Arrest Charge Level.....(ACL): M Misdemeanor  
Arrest Charge Degree...(ACD): S Second Degree  
Arrest Offense Number.(AON): 2399



OFFICIAL RECORD

TO: MARCUS FALKNER - RISK MANAGEMENT

FROM: OFFENSE REPORT RECORDS PLH

ESCAMBIA COUNTY SHERIFF'S OFFICE

Printed On: 11/15/2010 @ 10:54

11/15/10

VEHICLES

[ B BV ] BUS/TRUCK Vehicle Record For : ECS099MBI000003 [ ESCAMBIA COUNTY CODE EN

Year	Make	Model	*Body Style	Doors	Tag No	State
	CHEV	TRAILBLAZE	SPORT UTILITY		TA9911	FL
Decal #	Expires	VIN	Value	Dispatcher		
		1GNDS13S982215334	\$0.00			

Body Color:  
 Body White  
 Top  
 Bot  
 Other Description  
 COUNTY VEH #57049  
 Ownership Verified By Other Verification

License Plate Color:  
 Letters  
 Background

INSURANCE INFORMATION Policy Number:

Insurer Name:  
 No. Di Street A/L City Insurer Phone Number: State Zip

TOW INFORMATION Towed By :  
 Towed To :

Distinctive Features:  
( If Any ):

Condition of Vehicle:

Area Stolen:

Date Recovered: Recovery Value: \$0.00 Recovery Code:

[ B DV ] BUS/TRUCK Vehicle Record For : B1998-000000043 [ ESCAMBIA COUNTY ENGINEERI

Year	Make	Model	*Body Style	Doors	Tag No	State
	FORD	F150	TRUCK		TA4351	FL
Decal #	Expires	VIN	Value	Dispatcher		
		1FTRX14W07FA29562	\$0.00			

Body Color:  
 Body White  
 Top  
 Bot  
 Other Description  
 COUNTY VEH #55482  
 Ownership Verified By Other Verification

License Plate Color:  
 Letters  
 Background

INSURANCE INFORMATION Policy Number:

Insurer Name:  
 No. Di Street A/L City Insurer Phone Number: State Zip

TOW INFORMATION Towed By :  
 Towed To :

Distinctive Features:  
( If Any ):

Condition of Vehicle:

Area Stolen:

Date Recovered: Recovery Value: \$0.00 Recovery Code:

[ B DV ] BUS/TRUCK Vehicle Record For : ECS099MBI000003 [ ESCAMBIA COUNTY CODE EN

Year	Make	Model	*Body Style	Doors	Tag No	State
Decal #	Expires	VIN	Value	Dispatcher		

OFFICIAL RECORD

TO: MARCUS FALKNER - RISK MANAGEMENT

FROM: OFFENSE REPORT RECORDS PLH

ESCAMBIA COUNTY SHERIFF'S OFFICE

Printed On: 11/15/2010 @ 10:54

11/15/10

CHEV	TRAILBLAZE	SPORT UTILITY	TA9911	FL
Decal #	Expires	VIN	Value	Dispatcher
		1GNDS13S982215334	\$0.00	

Body Color: Other Description  
 Body White COUNTY VEH #57049  
 Top Ownership Verified By Other Verification  
 Bot

License Plate Color:  
 Letters  
 Background

INSURANCE INFORMATION Policy Number:

Insurer Name: Insurer Phone Number:  
 No. Di Street A/L City State Zip

TOW INFORMATION Towed By :  
 Towed To :

Distinctive Features:  
(If Any):

Condition of Vehicle:

Area Stolen:

Date Recovered: Recovery Value: \$0.00 Recovery Code:

[ B BV ] BUS/TRUCK Vehicle Record For : ECSO00MBI000655 [ ESCAMBIA COUNTY FACILITI  
 Year Make Model \*Body Style Doors Tag No State  
 CHEV UTILITY TRUCK 192142

Decal #	Expires	VIN	Value	Dispatcher
		1GBGC24R2YR210265	\$0.00	

Body Color: Other Description  
 Body White COUNTY VEH #48608  
 Top Ownership Verified By Other Verification  
 Bot

License Plate Color:  
 Letters  
 Background

INSURANCE INFORMATION Policy Number:

Insurer Name: Insurer Phone Number:  
 No. Di Street A/L City State Zip

TOW INFORMATION Towed By :  
 Towed To :

Distinctive Features:  
(If Any):

Condition of Vehicle:

Area Stolen:

Date Recovered: Recovery Value: \$0.00 Recovery Code:

[ B BV ] BUS/TRUCK Vehicle Record For : B1998-000000043 [ ESCAMBIA COUNTY ENGINEERI  
 Year Make Model \*Body Style Doors Tag No State  
 FORD F150 TRUCK TA4351 FL

Decal #	Expires	VIN	Value	Dispatcher
		1FTRX14W07FA29562	\$0.00	

Body Color: Other Description

OFFICIAL RECORD

TO: MARCUS FALKNER - RISK MANAGEMENT

FROM: OFFENSE REPORT RECORDS PLH

ESCAMBIA COUNTY SHERIFF'S OFFICE

Printed On: 11/15/2010 @ 10:54

11/15/10

Body White  
Top  
Bot

COUNTY VEH #55482

Ownership Verified By Other Verification

License Plate Color:  
Letters  
Background

INSURANCE INFORMATION Policy Number:

Insurer Name:

Insurer Phone Number:

No. Di Street

A/L City

State Zip

TOW INFORMATION

Towed By :

Towed To :

Distinctive Features:  
( If Any ):

Condition of Vehicle:

Area Stolen:

Date Recovered:

Recovery Value:

\$0.00

Recovery Code:

[ B DV ] BUS/TRUCK

Vehicle Record For : EC5000MBI000655

[ ESCAMBIA COUNTY FACILITI

Year Make

Model

\*Body Style

Doors Tag No

State

CHEV

UTILITY

TRUCK

192142

Decal #

Expires

VIN

Value

Dispatcher

1GBGC24R2YR210265

\$0.00

Body Color:

Body White

Other Description

COUNTY VEH #48608

Top

Ownership Verified By Other Verification

Bot

License Plate Color:

Letters

Background

INSURANCE INFORMATION Policy Number:

Insurer Name:

Insurer Phone Number:

No. Di Street

A/L City

State Zip

TOW INFORMATION

Towed By :

Towed To :

Distinctive Features:  
( If Any ):

Condition of Vehicle:

Area Stolen:

Date Recovered:

Recovery Value:

\$0.00

Recovery Code:





OFFICIAL RECORD

TO: MARCUS FALKNER - RISK MANAGEMENT

FROM: OFFENSE REPORT RECORDS PLH

ESCAMBIA COUNTY SHERIFF'S OFFICE

Printed On: 11/15/2010 @ 10:54

11/15/10

RP/Griffith informed me he had discovered that a Canon digital camera worth approximately \$100 was missing. All Escambia County property had also been stolen from his work vehicle. I then made contact with V/Sgt. Littlejohn of Environmental Code Enforcement who informed me that his County laptop computer and Panasonic Toughbook worth approximately \$3,500 had been taken from underneath the rear of his passenger seat and also a personal Monodnock collapsible baton worth approximately \$42 had been taken from his work vehicle (#57049). I asked V/Littlejohn if any weapons had been in his vehicle, and he replied there had been none.

RP/Griffith and V/Littlejohn were provided business cards with my name and the case number on them and asked to call the Sheriff's Office if and when they were able to get the serial numbers of the County laptop computers so that information can be added at a later time.

Time Spent: 1 hours, 15 minutes.

11/8/2010 16:47 SUPPLEMENT JONES, JENNIFER LEE 704 REWHITE 11/8/2010 16:50  
Status: APPROVED SZTUKOWSKI, GORDON MICHA 11/9/2010 13:35

PREVIOUSLY REPORTED BY: 441 PANICI, PAUL DANIEL  
UNIT: L/OPS/US/NO/P4/B SHIFT

PREVIOUSLY APPROVED BY: ROBERT WAYNE NELSON ON 10/25/2010

REPORT SUPPLEMENT [Added on: 11/8/2010 4:47:35 PM by Report Taker: REWHITE

Revised MIR Code: 69-0-Y-0:

On 10-25-2010, at 0628 hours, I was notified by Dispatch of a Crime Scene request in reference to a Burglary of a Vehicle at the Escambia County Extension Services Office located at 3740 Stefani Road. I arrived on scene at 0652 hours and made contact with the requesting officer, Deputy Paul Panici (#441). He advised that three county vehicles had the passenger's windows broken and items taken from them.

The first vehicle I observed was a white unmarked Ford F-150 truck with vehicle #: 55482, County tag #: TA4351, and VIN: 1FTRX14W07FA29562. I observed the front passenger's window was shattered but tinting film was holding it together. There were some notebooks on the driver's seat, which the driver advised had come from the center console. The next vehicle I observed was a white Chevrolet 2500 truck with Facilities Management markings. It had vehicle #: 48608, County tag #: 192142, and an illegible VIN. The passenger's window was shattered on this truck as well, but the driver advised that nothing had been taken. He also advised the only thing disturbed was a cloth bag on the passenger's floorboard. The third vehicle was a white Chevrolet Trailblazer with Environmental Enforcement markings. It had vehicle #: 57049, County tag #: TA9911, and VIN: 1GNDS13S982215334. This vehicle was driven by Sgt. Littlejohn (#661) who advised several

OFFICIAL RECORD

TO: MARCUS FALKNER - RISK MANAGEMENT

FROM: OFFENSE REPORT RECORDS PLH

ESCAMBLA COUNTY SHERIFF'S OFFICE

Printed On: 11/15/2010 @10:54

11/15/10

items were taken. I observed the front passenger's window was shattered, and there were CDs and miscellaneous items in the front passenger's seat. Sgt. Littlejohn advised the items had come from the glove box and the center console. The glove box was open, and I also observed there were items on the front passenger's floorboard. There was a stainless steel travel mug on the driver's seat which Sgt. Littlejohn advised had come from the rear passenger's area. Digital pictures were taken of the exterior and interior of all three vehicles overall. The exterior of the vehicles were wet with rain and condensation. The interior doors and items that had been moved inside the vehicle were processed for latent prints using black powder with positive (+) results on two CDs in the Trailblazer.

One (1) lift card with a total of three (3) latent lifts was obtained along with elimination prints to be transferred to the Latent Print Section for further examination. Their findings will be notated in a separate report. I departed the scene at 0746 hours. The digital pictures have been downloaded to the Crime Scene Pictures database and attached to Case Management. A CD of the pictures has been turned into Evidence. No further action taken at this time.

Time Spent on Investigation / Exam: 1 Hour and 15 Minutes.

< END OF NARRATIVE >

Offense Status Inactive	No -- Cleared # Clearances 0 Clearance Date Clearance Type	Reporting Officer 704 JONES, JENNIFER LEE L/OPS/INV/FORENSIC SVCS/CRIME SCENE
Warr./Arr. No.	Except. Clear. Type Age Classification	*Forward for Approval / Followup To: L/OPS/INV

Supervisor GORDON MICHAEL SZTU	APPROVED	Case Screening Supv. CHARLES THOMAS GREE	Investigator
Date 11/09/2010	Time 13:35	Date 10/26/2010	Time 13:04

Report Last Modified 11/09/2010 13:35



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

AI-1388

County Administrator's Report Item #: 13. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/15/2011

Issue: Reinstatement/Disposition of County Property

From: Mike Weaver

Organization: Public Safety

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Requests for Reinstatement and Disposition of County Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding reinstatement and disposition of County property for the Public Safety Department:

A. Approve the Request for Reinstatement of Property to enable reassignment of a 2001 Ford Crown Victoria sedan (PN 50152) from Emergency Management to Fire Services to replace a 1998 Ford Taurus; and

B. Approve the Request for Disposition of Property to dispose of a 1998 Ford Taurus (PN 502016), by auction, with proceeds to be returned to Fund 143 (Fire Suppression).

**BACKGROUND:**

In its meeting held June 2, 2011, the Board approved a *Request for Disposition of Property* that included a 2001 Ford Crown Victoria sedan. Although the vehicle is of no longer use to the Department's Emergency Management Division, a need has been identified to replace a 1998 Ford Taurus sedan currently used as a staff/pool vehicle in the Fire Services Division. The Department's Fleet Maintenance Technician has determined the Crown Victoria to be in better mechanical condition than the Ford Taurus. The Crown Victoria must be reinstated to Emergency Management (330401) to enable it to be reassigned to Fire Services (330206). The Ford Taurus will be retired from the Department's assets inventory.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A



**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Pursuant to Board action, the appropriate action will be taken with regard to disposition of the property.

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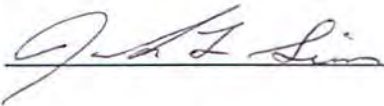
**Attachments**

PS Reinstate/Dispo Forms

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Reinstating Dept.: Public Safety COST CENTER NO: 330401

John Sims DATE: 8/22/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5557

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	50152	Ford Sedan	2FAFP71W31X201837	Crown Vic	2001	Poor

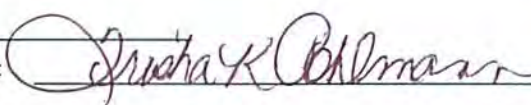
Reinstatement Comments At its meeting held June 2, 2011, the Board disposed the vehicle to surplus because it was no longer useful for the Emergency Management Division. The vehicle is needed to replace a 1998 Ford Taurus (PN 502016) currently used as a staff/pool vehicle. The Crown Vic must be reinstated to EM to allow it to be reassigned to Fire Services (330206).

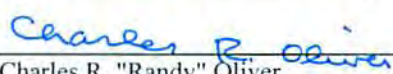
INFORMATION TECHNOLOGY (IT Technician): N/A  
 Print Name

Conditions:    Dispose-Good Condition-Unusable for BOCC  
   Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date:    Information Technology Technician Signature:    N/A

TO: County Administration Date: 8/29/2011  
 FROM: Escambia County Department Director (Signature):   
 Director (Print Name): Acting for Michael D. Weaver

RECOMMENDATION: Date: 9/1/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
  
 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

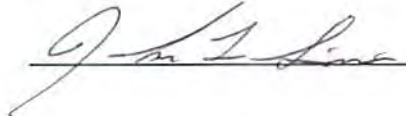
Property Tag Returned to Clerk & Comptroller's Finance Department  
    
 Clerk & Comptroller's Finance Signature of Receipt Date



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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330206

John Sims DATE: 8/29/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5557

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	502016	Ford Sedan, 4 Door	1FAFP53U8XA183126	Taurus	1998	Poor

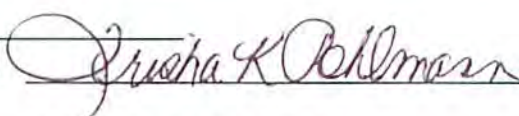
Disposal Comments: No longer useful for Fire Services. Send to auction. Auction proceeds to be returned to Fund 143 (Fire Suppression).

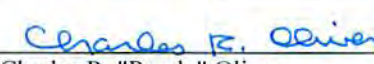
INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_ N/A  
 Print Name

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

Computer is Ready for Disposition

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

TO: County Administration Date: 8/29/2011  
 FROM: Escambia County Department Director (Signature):   
 Director (Print Name): Acting for Michael D. Weaver

RECOMMENDATION: Date: 9/8/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
  
 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-1347

County Administrator's Report Item #: 13. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/15/2011

Issue: Request for Disposition of Property

From: Mike Weaver

Organization: Public Safety

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the five Request for Disposition of Property Forms for the Public Safety Department, for property which is no longer in service, has been damaged beyond repair and/or is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Forms noting the reason for disposal.

**BACKGROUND:**

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statutes 274.07.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the items listed will be sent to Electronic recycling or to auction as appropriate.

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**Attachments**

Public Safety Dispositions 83011





## ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Public Safety COST CENTER NO: 330302/330401

John Sims DATE: 26-Jul-11

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

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


TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	52393	Camera	3295031	DC-2000-32	2003	Unrepairable
N	51574	Drive Cam Camera	3293687	16MB	2003	Unrepairable
N	49396	Panasonic Toughbook	1AKSA06106	27	2001	Obsolete
N	41862	Kohler Generator	N/A	15KW	1980	Obsolete
N	50441	Video Projector/W Smartboard	1601521NG	LT55	2001	Obsolete
N	52547	Latitude D500 laptop computer	8RKWP31	Latitude 500	2003	Obsolete


Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): TROY ROBINSON  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 26 Jul 11 Information Technology Technician Signature: 

TO: County Administration Date: 8/26/11  
 FROM: Public Safety Department Department Director   
 Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 8/31/11  
 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 \_\_\_\_\_

## ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Public Safety COST CENTER NO: 330206

John Sims DATE: 26-Jul-11

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *John Sims* Phone No: 475-5530

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	32769	Truck Pumpr Unnit 1114	1EWA1AA85E1F03410	EMER 1	1984	Poor
N	51004	Computer Desktop	BP8FK11	GX150	2002	Obsolete
N	51808	Sensor Commander 5 Gas	70001191	N/A	2003	Broken
N	501707	Tester Hydrostatic	N/A	HT-790-SM	1994	Unusable
N	500250	Monitor 2 Inlet	N/A	Portable	1988	Auctioned

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): THOMAS ROBINSON  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 26 JUL 11 Information Technology Technician Signature: *Thomas Robinson*

TO: County Administration Date: 8/26/11  
 FROM: Public Safety Department Department Director *Michael D. Weaver*  
 Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: \_\_\_\_\_  
 TO: Board of County Commissioners  
 FROM: County Administration Charles R. Oliver 8/30/11  
 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



## ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Public Safety COST CENTER NO: 330403

John Sims DATE: 26-Jul-11  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): \_\_\_\_\_ Phone No: 475-5530

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	54181	Poweredge 1850	7R7P981	Dell	2005	Obsolete
N	54182	Poweredge 1850	1S7P981	Dell	2005	Obsolete

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): TROY ROBINSON  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 26 AUG 11 Information Technology Technician Signature: [Signature]

TO: County Administration Date: 8/29/11  
 FROM: Public Safety Department Department Director [Signature]

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 8/31/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
Charles R. Oliver  
 Charles R. "Randy" Oliver, [Signature]  
 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 \_\_\_\_\_



## ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Public Safety COST CENTER NO: 330302/401/402/403

John Sims DATE: 26-Jul-11

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	34924	Repeater Base station	201CNJ0036	Motorola	1988	Obsolete
N	34743	Receiver Voting	273CNJ0046	C04RTB610	1988	Obsolete
N	38192	Recorder Playback	54471	5917	1991	Obsolete
N	38193	Recorder Playback	54483	5917	1991	Obsolete
N	47939	Printer	N/A	S500P	1999	Obsolete
N	50735	Portable Radio	355ACC0729	MT 2000	2002	Lost

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): N/A  
 \_\_\_\_\_  
 Print Name

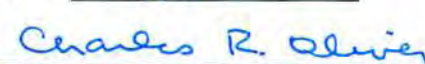
Conditions:        Dispose-Good Condition-Unusable for BOCC  
       Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

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

TO: County Administration Date: 8/26/11  
 FROM: Public Safety Department Department Director 

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 8/31/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
  
 Charles R. "Randy" Oliver, PA PL  
 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



## ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

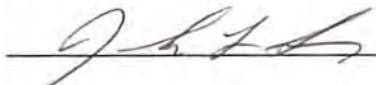
FROM: Disposing Bureau: Public Safety

COST CENTER NO: 330302/330401

John Sims

DATE: 26-Jul-11

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): 

Phone No: 475-5530

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	53642	Panasonic 29 Toughbook	3KKYA04193MU59	Toughbook	2003	Obsolete
N	53559	Latitude D505	1K2M561	Latitude 505	2004	Obsolete
N	53576	Portable Radio	355CEY0771	MT 2000	2004	Obsolete
N	56915	Portable Radio	037THE6474	XPR6500	2008	Lost
N	46167	Portable Radio	355AYE0160X	H01RDD9A	1998	Obsolete
N						

Disposal Comments: \_\_\_\_\_

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

TROY ROBINSON

Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC

Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 26 AUG 11 Information Technology Technician Signature: \_\_\_\_\_

Troy Robinson

TO: County Administration

Date: 8/26/11

FROM: Public Safety Department

Department Director



Department Director (Print Name): Michael D. Weaver

RECOMMENDATION:

Date: 8/31/11

TO: Board of County Commissioners

FROM: County Administration

Charles R. Oliver

Charles R. "Randy" Oliver, \_\_\_\_\_  
County Administrator or designee

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

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller  
By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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



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

AI-1395

County Administrator's Report Item #: 13. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/15/2011

Issue: Request for Disposition of Property

From: Cynthia Rhodes

Organization: Clerk & Comptroller's Office

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Request for Disposition of Property for the Clerk & Comptroller's Office - Cynthia Rhodes. Fixed Asset Custodian/Administrator/ Accounting/Circuit Criminal

That the Board approve the Request for Disposition of Property Form for the Clerk and Comptroller's Office, for property which is described and listed on the Disposition Form, with the Agency and reason stated; the property is to be traded toward the purchase of a new copier.

**BACKGROUND:**

The copier equipment is obsolete and is to be traded in on the newer equipment.

**BUDGETARY IMPACT:**

\$500 trade in allowance

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy establishes the procedures for disposing of surplus or obsolete equipment.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

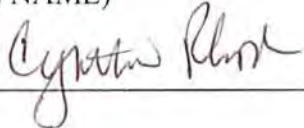
Request for Disposition of Property - Clerk of Court and Comptrollerdf.pdf



## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: CLERK OF COURT & COMPTROLLER COST CENTER NO: \_\_\_\_\_

Cynthia M Rhodes DATE: 8/30/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-4137

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	42945	XEROX COPIER	2KU067133	5614	9/30/1995	TRADE IN

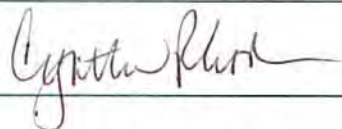
Disposal Comments: \_\_\_\_\_

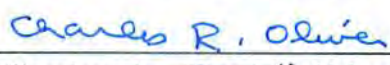
INFORMATION TECHNOLOGY (IT Technician): N/A  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

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

TO: County Administration DATE: 8/30/2011  
 FROM: Clerk & Comptroller Administrator-Accounting   
 Administrator-Accounting CYNTHIA M. RHODES

RECOMMENDATION: Date: 9/1/11  
 TO: Board of County Commissioners  
 FROM: Clerk & Comptroller   
 Charles R. "Randy" Oliver, County Administrator  
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department  
 Clerk & Comptroller's Finance Signature of Receipt \_\_\_\_\_ Date \_\_\_\_\_



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

**AI-1392** County Administrator's Report Item #: 13. 7.  
**BCC Regular Meeting** Technical/Public Service Consent  
**Meeting Date:** 09/15/2011  
**Issue:** Request for Disposition of Property  
**From:** David Lambert  
**Organization:** Escambia County Public Defender  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Public Defender, First Circuit, Escambia County Office - David Lambert, IT Director

That the Board approve the Request for Disposition of Property Form for the Office of the Public Defender, First Circuit, Escambia County Office, for property which is no longer in service with the reason for disposition stated on the form.

**BACKGROUND:**

This item listed on the request for Disposition of Property form was not able to be located by the Information Technology department at this time. If item is located in the future item will be requested to be reinstated.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Should item be located in the future reinstatement will be requested.

---

**Attachments**

Public Defender - Request for Disposition of Property



## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Public Defenders Office COST CENTER NO: 410407

Scott F. Dashiell DATE: 4/12/2011

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Scott F Dashiell Phone No: 850 595-4100 x 213

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53655	Dell Latitude Laptop Computer	74ZDF61	100L	2005	Fair

Disposal Comments: Unable to locate asset but it will be reinstated if located in the future

INFORMATION TECHNOLOGY (IT Technician): Scott Dashiell  
 Print Name

Conditions:    Dispose-Good Condition-Unusable for BOCC  
   Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/12/11 Information Technology Technician Signature: Scott F Dashiell

TO: County Administration Date: 4/12/11  
 FROM: Escambia County Bureau Bureau Chief (Signature): Tony L Henderson  
 Bureau Chief (Print Name): TONY L HENDERSON

RECOMMENDATION: Date: 4/1/11  
 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: \_\_\_\_\_  
 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-1385

County Administrator's Report Item #: 13. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/15/2011

Issue: Request for Disposition of Property

From: Craig Van Brussel

Organization: Court Administration

CAO Approval:

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Request for Disposition of Property for Court Administration, Information Technology Department - Craig Van Brussel, Court Technology Officer, Court Administration, Information Technology Department

That the Board approve the request for Disposition of Property Form for the Court Administration, Information Technology Department for property which is no longer in service with the reasons for deposition stated on the form.

**BACKGROUND:**

The items listed on the Request for Disposition of Property Form are not able to be located by the Information Technology Department at this time. If items are located in the future, items will be requested to be reinstated.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is in compliance with FS 274.07 and Board Policy, Section 2, Part B.1., Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Should items be located, reinstatement would be requested.

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**Attachments**

Request for Disposition of Property Form





## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Court Administration Information Technology COST CENTER NO: 410506/410516

Craig Van Brussel DATE: 8/30/2011

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): \_\_\_\_\_ Phone No: 595-4406

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	50502	Computer Laptop	2498Y01	Inspiron 2500	2001	past end of life
Y	55030	Desktop Computer	unavailable	OptiPlex	2006	past end of life
Y	55787	Computer Laptop	unavailable	Inspiron 6400	2007	Satisfactory

Disposal Comments: After diligent search, can't be located. If found at later date, will re-instate.

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: 08-30-11

FROM: Escambia County Bureau Director (Signature): Craig Van Brussel

Director (Print Name): Craig Van Brussel

**RECOMMENDATION:**

TO: Board of County Commissioners

FROM: County Administration

Date: 9/2/11

Charles R. Oliver

Charles R. "Randy" Oliver, \_\_\_\_\_  
County Administrator or designee

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

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller  
By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 08-05-11



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

**AI-1275**

**County Administrator's Report Item #: 13. 9.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/15/2011

**Issue:** Memorandum Of Understanding with the Escambia County 4-H Foundation for Maintenance Worker (4-H Camp Caretaker) Position for FY 2011-2012

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning a Memorandum of Understanding with the Escambia County 4-H Foundation, Inc., for a Maintenance Worker (4-H Camp Caretaker) Position for Fiscal Year 2011-2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning a Memorandum of Understanding (MOU) between the Escambia County Board of Commissioners and the Escambia County 4-H Foundation, Inc.:

- A. Approve an MOU that will provide for the Escambia County 4-H Foundation, Inc., to fund a Part-Time Maintenance Worker (4-H Camp Caretaker) position at the Langley Bell 4-H Center, as a Grant-funded position for Fiscal Year 2011-2012; and
- B. Authorize the Chairman to sign the MOU.

**BACKGROUND:**

The maintenance worker (4-H camp caretaker) position became unfunded by the County in FY 2008-2009. Realizing the importance of maintaining the Langley Bell 4-H Center, the Escambia County 4-H Foundation, Inc., approved funding this position in a part-time capacity. The 4-H Foundation has agreed to continue funding the position with future funding to remain at the discretion of the 4-H Foundation pending annual budget review and approval. The Foundation has approved funding twenty (20) hours per week during the months of October through April and twenty-nine (29) hours per week during the months of May through September (mowing season).

**BUDGETARY IMPACT:**

The MOU will not have a budgetary impact on the County. The 4-H Foundation will be responsible for providing the funds to the County in a lump sum payment, and the County will be responsible for disbursing the funds.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The MOU was updated by Kristin Hual of the County Attorney's Office on 08-15-2011.

**PERSONNEL:**

The MOU will not result in any additional personnel.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

BCC Policy Section II, B.8., states that resolutions, agreements, and contracts shall be drafted or received for review by the legal staff.

**IMPLEMENTATION/COORDINATION:**

Once the MOU is executed and funds received from the Escambia County 4-H Foundation, the Extension Office will forward payment to the Budget Office for their further processing. The Extension Office will coordinate with Management & Budget Services, Clerk's Payroll and the Escambia County 4-H Foundation for implementation of the MOU.

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**Attachments**

MOU-4H Camp Caretaker-FY11-12

4H Camp Caretaker Salary Approval-FY11-12

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AND THE ESCAMBIA COUNTY 4-H FOUNDATION, INC., TO COOPERATE IN FUNDING A CAMP MAINTENANCE WORKER POSITION.**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County") and the Escambia County 4-H Foundation, Inc. (hereinafter referred to as "the 4-H Foundation").

**WITNESSETH:**

**WHEREAS**, the 4-H Foundation seeks to improve the community through various agricultural and educational projects; and,

**WHEREAS**, County seeks to improve the quality of life for its citizens through similar projects; and,

**WHEREAS**, to further this mutual goal, County and the 4-H Foundation cooperate in the maintenance of facilities at the Langley Bell 4-H Center; and,

**WHEREAS**, County and the 4-H Foundation have determined that a paid caretaker is a necessary component to maintain the Langley Bell 4-H Center; and,

**WHEREAS**, County and the 4-H Foundation seek to ensure that the caretaker position remains fully funded for the 2011-12 fiscal year.

**NOW THEREFORE**, it is mutually agreed that the parties enter into this Memorandum of Understanding (MOU) subject to the terms and conditions recited below.

**1. THE 4-H FOUNDATION**

1.1 The 4-H Foundation agrees to provide the County with a lump-sum payment for the position of Camp Caretaker (Maintenance Worker), as defined by the County's employment position classification plan and compensation plan. The lump-sum payment shall be equivalent to:

- (a) Forty (40) hours of pay for every two-week pay period between October 1, 2011, and April 30, 2012.
- (b) Fifty-eight (58) hours of pay for every two-week pay period between May 1, 2012, and September 30, 2012.

The 4-H Foundation shall also pay any additional increases associated with the additional hours, such as FICA or workers compensation. The lump-sum payment shall be provided within fifteen (15) business days from the effective date of the MOU.

- 1.2 The 4-H Foundation agrees that the intent of this agreement is to fund the position of Camp Caretaker as a position that performs twenty (20) hours of work in a regular work-week between October 1, 2011, and April 30, 2012, and twenty-nine hours (29) of work in a regular work-week between May 1, 2012, and September 30, 2012.
- 1.3 The 4-H Foundation agrees that this one-time payment shall constitute its share of funding for the fiscal year in which the agreement becomes effective. Funding for subsequent fiscal years must be agreed to on an annual basis.
- 1.4 The 4-H Foundation agrees that the amount of the lump-sum payment shall be calculated by the Escambia County Office of Management and Budget.
- 1.5 The 4-H Foundation agrees that the Camp Caretaker is the employee of the County and that the position is the equivalent of a grant-funded position and shall be governed by all applicable County personnel rules and regulations, and that the County shall have the sole authority to hire and fire any employee who holds the position. The 4-H Foundation further agrees that the County shall have the sole authority to amend, modify, or delete any duties listed for the Camp Caretaker position.

2. **COUNTY**

- 2.1 The County assumes all legal responsibility as the employer of the Camp Caretaker, including distribution of wages and other compensations and associated increases owed to the Camp Caretaker in compliance with the applicable federal, state, and other payroll tax requirements. The County shall provide workers compensation, tax withholding, and other benefits as may be appropriate for a grant-funded position under the County's policies and procedures.
- 2.2 The County agrees that if the 4-H Foundation elects to discontinue funding at any time, the position may be abolished at the discretion of the County and the employee holding the position at the time of abolition shall not be entitled to continued employment with the County.

3. **TERMINATION:**

Termination shall be at will because of lack of funds or failure to satisfactorily perform the duties and obligations of this MOU. Termination shall be upon twenty-four (24) hours notice by either party for lack of funding, or failure to perform.

4. **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.

5. **FURTHER DOCUMENTS:**

The Parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

6. **NO WAIVER:**

The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida by and through its Board of County Commissioners signing by and through its Chairman who is authorized to execute the same and the Escambia County 4-H Foundation, Inc. by and through its Chairperson authorized to execute the same.

**Escambia County Florida**, a political Subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

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

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

(SEAL)

BCC Approved: \_\_\_\_\_

This document approved as to form and legal sufficiency.

By: Kristin Hual

Title: ACH

Date: 8/15/11

THE ESCAMBIA COUNTY 4-H  
FOUNDATION, INC.

ATTEST:

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Corporate Secretary

Date: \_\_\_\_\_

(COPORATE SEAL)

**Knight-Marlow,Felicia**

---

**From:** Allen,Pamela H  
**Sent:** Thursday, August 25, 2011 3:29 PM  
**To:** Knight-Marlow,Felicia  
**Cc:** Lainhart,FrancesM  
**Subject:** Escambia County 4-H Foundation Executive Committee Vote for salary / caretaker Ellis Miller 2011 - 2012

Felicia,

The following email went out to the Escambia County 4-H Foundation concerning approval of the 2011-2012 salary for Ellis Miller:

*Attached is the salary amount that we need approval for Ellis Miller (caretaker). It is slightly less than last year due to a reduced retirement amount. Last year we budgeted \$21,055.00 and this year we need to budget \$19,876.00. I need this approval as we need to get this on the agenda for the BOCC meeting and have to meet a deadline earlier than normal.*

Executive Board members vote:

George Carpenter – by email	Yes
Joe Vidak – by phone (Fran)	Yes
Eric Gleaton – by phone (Fran)	Yes
Gwen Crosby – by phone (Pam)	Yes
Dave Timberlake – by phone(Pam)	Yes
Jerry Unruh – by email	Yes
John Scott – by phone (Fran)	Yes

100% Response

All voted in favor of the salary amount in the 2011 – 2012 Escambia County 4-H Foundation Budget.

Pamela H. Allen  
County Extension Director  
UF/IFAS Extension  
Escambia County  
3740 Stefani Road  
Cantonment, FL 32533  
Phone: 850-475-5230  
Fax: 850-475-5233  
Email: [pha@ufl.edu](mailto:pha@ufl.edu)



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

**AI-1312**

**County Administrator's Report Item #: 13. 10.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/15/2011

**Issue:** Schedule a Public Hearing to Consider the Petition to Vacate Alleyways in Blocks 65 and 66, Pinecrest Subdivision

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate Alleyways in Blocks 65 and 66, Pinecrest Subdivision - Joy D. Blackmon, P. E., Director, Public Works Department

That the Board schedule a Public Hearing for October 20, 2011, at 5:31 p.m., to consider the Petition to Vacate alleyways measuring 20 feet by approximately 525 feet = 10,500 square feet or 0.24 acres in Blocks 65 and 66 of Pinecrest Subdivision, as petitioned by Blackwater River Tools, Inc.

Blackwater River Tools, Inc., owns property in Blocks 65 and 66, Pinecrest Subdivision, as recorded in Plat Deed Book 55 at Page 261 of the public records of Escambia County, Florida. Blocks 65 and 66 of Pinecrest Subdivision are located at the northeast corner of the intersection of North "W" Street and West Scott Street. Blocks 65 and 66 have platted 20 foot wide alleyways extending east to west through said blocks. The Petitioner is requesting that the Board vacate any interest the County has in those certain alleyways (20 feet by approximately 525 feet = 10,500 square feet or 0.24 acres) lying within the boundaries of said Blocks 65 and 66, Pinecrest Subdivision.

**BACKGROUND:**

Blackwater River Tools, Inc., owns property in Blocks 65 and 66, Pinecrest Subdivision, as recorded in Plat Deed Book 55 at Page 261 of the public records of Escambia County, Florida. Blocks 65 and 66 of Pinecrest Subdivision are located at the northeast corner of the intersection of North "W" Street and West Scott Street. Blocks 65 and 66 have platted 20 foot wide alleyways extending east to west through said blocks. The Petitioner is requesting that the Board vacate any interest the County has in those certain alleyways (20 feet by approximately 525 feet = 10,500 square feet or 0.24 acres) lying within the boundaries of said Blocks 65 and 66, Pinecrest Subdivision. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land in the Petitioner or any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objection to the vacation. All utility companies concerned have been



contacted and have no objections to the requested vacation. No one will be denied access to his or her property as a result of this vacation.

**BUDGETARY IMPACT:**

Indirect staff cost associated with the preparation of documents and recommendation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any Right of the County and The Public In and To Said Lands Policy for closing, vacating and abandoning County owned property – Section III and Florida Statutes, Chapter 336.

**IMPLEMENTATION/COORDINATION:**

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within 500 feet will be notified.

Staff has been in contact with the Petitioner. It is the responsibility of the Petitioner to advertise the Notice of Public Hearing.

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**Attachments**

Petition  
map

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS,  
RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES  
USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR  
PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF,  
TO RENOUNCE AND DISCLAIM ANY RIGHT  
OF THE COUNTY AND THE PUBLIC  
IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a

ALLEYWAY

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), BLACKWATER RIVER TOOLS INC presently \_\_\_\_\_ own(s) \_\_\_\_\_ do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

All that certain 20-foot wide alleyway extending west to east through Block 65 and 66 of Pinecrest Subdivision as recorded in Plat Deed Book 55 at Page 261 of the public records of Escambia County, Florida. All lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

2. That the Petitioner(s), BLACKWATER RIVER TOOLS INC desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 17 Township 2 SOUTH Range 30 West and recorded in PLAT DEED BOOK #55 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and *disclaim* any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

BLACKWATER RIVER TOOLS INC  
Petitioner(s) Name

2503 NORTH V. STREET  
Street Address

PENSACOLA, FL 32505  
City State

850-476-9959  
Phone Number

\_\_\_\_\_  
Agent's Name

\_\_\_\_\_  
Agent's Phone Number

\_\_\_\_\_  
Date

VACATION REQUEST, 20-FOOT ALLEYWAY, PINECREST SUBDIVISION, BLOCK 65-66

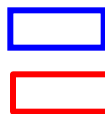
Petitioners: Blackwater River Tools, Inc.

EXHIBIT "A"



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT

JCC 05/24/11 DISTRICT 3



Petitioner's Property

Requested Alleyway to be Vacated



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

AI-1320

County Administrator's Report Item #: 13. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/15/2011

Issue: Workforce Escarosa Recertification

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Workforce Escarosa Recertification - Marilyn D. Wesley,  
Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Workforce Escarosa Recertification, submitted for the period of July 1, 2011, through June 30, 2013, detailing, among other requirements, the composition of their Board of Directors and specifying their compliance to the operating requirements established by Workforce Florida, Inc.

**(A COPY OF THE WORKFORCE ESCAROSA RECERTIFICATION DOCUMENTS ARE  
AVAILABLE FOR REVIEW IN THE CLERK'S OFFICE)**

**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 various human assistance programs in Region 1, comprised of Escambia and Santa Rosa counties. The Board of County Commissioners is an appointing authority for Workforce Escarosa, also referred to as a Regional Workforce Board (RWB).

Per a letter from Workforce Florida dated July 15, 2011 (attached), Workforce Florida "has been given authority by the Governor for certification of each RWB." The recertification of the RWBs includes a review of board member composition and program operating processes to ensure compliance with state and federal law. Each RWB submits the required information to Workforce Florida for recertification on a biennial basis. The deadline for submittal to Workforce Florida is September 30, 2011.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Recertification submittal was approved as to form and legal sufficiency by the County Attorney Office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires the approval of all such documents regarding boards for which the Board is an appointing authority and is in accordance with the WIA of 1998.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs will continue to coordinate with Workforce Escarosa, Inc. on all matters regarding the Recertification.

---

**Attachments**

Letter and Recertification Instructions from Workforce Florida, Inc.

Recertification Signature Page



July 15, 2011

Chief Elected Officials

Re: Regional Workforce Board Recertification Instructions

Dear Chief Elected Officials:

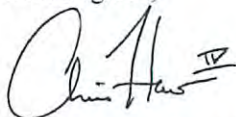
Please find information below on an important issue affecting Regional Workforce Boards (RWB) for which you have responsibility as an appointing authority for local members. You are an important partner to Florida's workforce system and we appreciate your efforts to help us support Governor Scott's priorities and help Floridians enter, remain and advance in the workforce while strengthening the state's climate for business to bolster job retention and creation.

Workforce Florida Inc. – the state's workforce investment board charged with policy setting for the workforce system – has been given authority by the Governor for certification of each RWB. The recertification of each RWB is conducted pursuant to Title I of the Workforce Investment Act of 1998 and is based, in part, on a review of its membership to determine whether its composition and appointments are consistent with the provisions of state and federal law. Each RWB must be recertified every two years.

To assist you in ensuring local board appointments are in compliance with the law, I have attached policy guidance outlining federal and state requirements for RWB composition, recertification and decertification as well as some additional resources. Although your RWB will be responsible for providing administrative assistance to you and submitting the required information, I wanted to ensure your awareness of these requirements as the chief elected official and appointing authority. The recertification process requires that the attached forms be completed and returned to Helen Jones at [hjones@workforceflorida.com](mailto:hjones@workforceflorida.com) no later than September 30, 2011. This material will then be reviewed and provided to the Workforce Florida Board for action.

I appreciate your prompt attention and response as well as your contributions to the efforts of Florida's workforce system to deliver employment and training services. Should you have questions regarding this letter or the attached information, please let me know or feel free to call Helen Jones directly at (850) 414-8295.

Best Regards,



Chris Hart IV, President/CEO  
Workforce Florida Inc.

CH/Is/s  
Attachments  
cc. Regional Workforce Board Chairs and Executive Directors

RECEIVED

JUL 20 2011

BCC-District 5

**REGIONAL WORKFORCE BOARD**  
**RECERTIFICATION**



## INTRODUCTION

Section 117 (c) (2) of the Workforce Investment Act requires that the governor certify each Regional Workforce Board (RWB) every two years based in part on a review of its membership. On the governor's behalf the certification of the RWBs is conducted by Workforce Florida based on a determination whether or not the composition and appointments are consistent with the provisions of state and federal law.

Attached is a summary of state policy regarding RWB composition, recertification and decertification with accompanying resource information. Attachment 1 is the form that should be used to list the required information about the current membership of the RWB. This form and Attachment 2 must be completed and returned with the Region's local plan modification no later than September 30, 2011. Completed forms and plan modifications should be emailed to Helen Jones at: [hjones@workforceflorida.com](mailto:hjones@workforceflorida.com).

# **Regional Workforce Board Composition, Recertification and Decertification**

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## **OF INTEREST TO**

Workforce Florida, Inc., Chief Elected Officers, and Regional Workforce Boards (RWBs) in implementing Workforce Investment Act (WIA) Programs and related workforce services.

## **SUBJECT**

The requirements of membership, structure, certification, recertification, and decertification of Regional Workforce Boards.

## **PURPOSE**

The certification of membership of the Regional Workforce Boards is conducted per Public Law 105-220 Title I Section 117 (c) 2, Workforce Investment Act of 1998. The certification of the RWB is conducted by Workforce Florida to determine whether the composition and appointments are consistent with the provisions of the state and federal law and regulations. Each RWB will be reviewed to ensure its compliance with representation requirements. Information should reflect the present board status and any major changes that may occur on or before July 1, 2011.

Outlined below are the policies and procedures for establishing the RWBs and ensuring that the composition of, and appointments to the Board are consistent with the provisions of state and federal law and regulations. Additionally, policies and procedures for certification and decertification of RWBs are outlined as well.

## **BACKGROUND**

Section 117 of the Workforce Investment Act (WIA) of 1998 requires each local area of the State to establish a local workforce investment board to set policy for the local workforce investment system within the local area.

Chapter 445.004 F.S. authorizes Workforce Florida, Inc., to charter Regional Workforce Boards, that have a membership consistent with federal and state law and that have developed a plan consistent with the state's workforce development strategy.

## **GUIDANCE**

The following policy provides the guidelines by which all RWBs shall be organized and certified.

## **RECERTIFICATION INSTRUCTIONS**

All Regional Workforce Boards are required to return the following attachments for recertification.

- Current Membership – Regional Workforce Board – Attachment 1
- Fiscal Agent Design/Administrative Entity/One-Stop Operator – Attachment 2

The WFI Board will approve recertification of each board.

## **I. Establishing Local Workforce Investment Boards**

### **A. General:**

- (1) The Governor, in partnership with the State Workforce Investment Board, hereinafter referred to as Workforce Florida, Inc., (WFI), establishes criteria for use by chief elected officials in the appointment of members of the Local Workforce Investment Boards (LWIBs) in accordance with WIA §117(b)(2). LWIBs are hereinafter referred to as Regional Workforce Boards (RWBs).
- (2) Chief elected officials shall be the appointing authority for the members of the RWBs. [WIA §117(c)(1)(A) and 20 CFR §661.300(a)]
- (3) In instances where a RWB includes more than one unit of local government, the chief elected officials of such units may execute an agreement that specifies the roles of the individual chief elected officials as follows:
  - a. Appointment of the RWB members from the individuals nominated or recommended; and
  - b. The carrying out of any other responsibilities assigned to such officials by federal or state law. [WIA §117(c)(1)(B)(i)]

In instances where, after a reasonable effort, the chief elected officials are unable to reach an agreement that specifies the roles of the individual chief elected officials, the Governor may appoint the RWB members from individuals nominated or recommended. [WIA §117(c)(1)(B)(ii)]

- (4) Chief elected officials shall develop a process for soliciting RWB nominations and for selecting RWB members. Documentation supporting the nomination/selection process, including names of all candidates and their qualifications, must be retained for not less than five years.
- (5) Representatives from private business or other entities shall be individuals with optimum policy making authority within the employer community and within the entities they represent. [20 CFR §661.315(c)]

A representative with “optimum policy making authority” is an individual who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action; [20 CFR §661.203(a)];
- (6) The Chair of the RWB must be from the business community [WIA 117(b)(5) and 20 CFR §661.320] and serve for a term of no more than two years and no more than two terms.
- (7) An individual may be appointed as a representative of more than one entity if the individual meets all criteria for such representation, including the criteria described in 20 CFR §661.315(c, d and e). [20 CFR §661.315(f)] If an individual represents more than one area, they must be appropriately nominated by the organization or entity they will represent, must have optimum policy making authority and must be able to speak affirmatively on behalf of the entity represented.
- (8) The importance of minority and gender representation shall be considered when making appointments to the Board. [Section 445.007, F.S.]

**B. Required Members of the Regional Workforce Board: (Public Law No. 105-220 117 Stat 955 (1998) and §661.315)**

**1. Business**

- a. A majority of the Regional Workforce Board members must represent local businesses. [WIA §117(b)(4) and 20 CFR §661.315(d)]
- b. Eligible members include those in the local area who are owners of a business, chief operating officers, or other individuals with optimum policy-making or hiring authority. [WIA §117(b)(2)(A)(i) & (b)(3) and 20 CFR §661.315(d)]
- c. Local business members must have employment opportunities that reflect the employment opportunities of the local area.
- d. Local business members must be nominated by business organizations and or business trade associations. [WIA §117(b)(2)(A)(I) and 20 CFR §661.315(e)] Local business nominations cannot be made by the local board.

**2. Education**

- a. This category must have one or more representatives of local educational entities; [10 CFR §661.315(a)]
- b. Eligible members must include representatives of local educational entities including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities and postsecondary educational institutions (including representatives of community colleges, where such entities exist) [WIA 117(b)(2)(A)(ii)]
- c. Members must be nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities. [WIA §117(b)(2)(A)(ii)]

**3. Labor**

There must be at least one representative of organized labor (for a local area in which employees are represented by labor organizations.) [WIA §117(b)(2)(A)(iii)] The local chief elected official(s) must solicit nominations for labor representatives from local labor federations. For a local area in which no employees are represented by such organizations, other representatives of employees can be nominated. [WIA §117(b)(2)(A)(iii) and 20 CFR §661.315(e)]

**4. Community-Based Organizations (CBO)**

A community-based organization is defined as, “a private nonprofit organization that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce investment.” [WIA §101(7)]

- a. This category must have two or more members; [20 CFR §661.315(a)]
- b. Eligible members include representatives of community-based organizations, including those who represent individuals with disabilities and veterans. [WIA §117(b)(2)(A)(iv) and 20 CFR §661.315(a)]
- c. There should be at least one member representing individuals with disabilities and at least one member representing veterans.

See Appendix B for examples of Veterans organizations which may have partner programs in the local area.

The [Agency for Persons with Disabilities](#) is a resource for organizations representing the disabled and can provide information on local employment and training programs within the Region.

#### **5. *Economic Development***

The term economic development agencies is defined as, “local planning and zoning commissions or boards, community development agencies, and other local agencies and institutions responsible for regulating, promoting, or assisting in local economic development.” [WIA §101(11)]

- a. This category must have two or more members; [20 CFR §661.315(a)]
- b. The chief elected officials must solicit nominations from both public and private local economic development agencies. [WIA §117(b)(2)(A)(v)]

#### **6. *Military Installations***

The chief elected officials shall include one nonvoting representative from a military installation if a military installation is located within the Region and the appropriate military command or organization authorizes such representation. [Section 445.007, F.S.]

See Appendix C for a list of active military installations in each Region.

#### **7. *Other Entities***

- a. The chief elected official(s) may select for membership other individuals or representatives of other entities in the local area as they determine to be appropriate, including those representing individuals with multiple barriers to employment and other special populations. [20 CFR §661.315(b)] [WIA §117(b)(2)(B)]
- b. It is the intent of the Legislature that membership of a Regional Workforce Board includes persons who are current or former recipients of welfare transition assistance as defined in section. 445.002(3), F.S., or workforce services as provided in section 445.009(1), F.S., or that such persons be included as ex officio members of the RWB or of committees organized by the RWB.

#### **8. *One-Stop Partners***

- a. This category must include representatives from each of the One-Stop partners identified in WIA, §117(b)(2) and Final Rule 65 Fed. Reg. 49399 (August 11, 2000).
- b. The required partners are the entities that are responsible for administering the following employment and training programs and activities in the local area:
  - 1) Programs authorized under Title I of WIA, serving:
    - i. Adults;
    - ii. Dislocated Workers;
    - iii. Youth;
    - iv. Job Corps;
    - v. Native American Programs;
    - vi. Migrant and Seasonal Farmworkers Programs; and
    - vii. Veterans Workforce Programs;



- 2) Programs authorized under the Wagner Peyser Act;
- 3) Adult education and literacy activities authorized under title II of WIA;
- 4) Programs authorized under parts A and B of title I of the Rehabilitation Act;
- 5) Welfare to Work programs;
- 6) Senior Community Service employment activities;
- 7) Postsecondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act;
- 8) Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974;
- 9) Activities authorized under chapter 41 of title 38, U.S.C. (local veterans' employment representatives and disabled veterans outreach programs);
- 10) Employment and Training activities carried out under the Community Services Block Grant;
- 11) Employment and training activities carried out by the Department of Housing and Urban Development;
- 12) Programs authorized under State unemployment compensation law in accordance with Federal law.

For purposes of appointing members to Regional Workforce Boards, such representatives should be individuals who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action. The representative should also have documented expertise relating to the program, service, or activity that he or she represents as a One-Stop partner [20 CFR §661.203(b)]

When there is more than one grant recipient, administrative entity, or organization responsible for administration of funds of a particular One-Stop partner program in the local area, the chief elected official may appoint one or more members to represent the collective partner program entities. In making such appointments, the local elected official may solicit nominations from the partner program entities. [20 CFR §661.317]

Regions are not required to include representation on their local boards for those workforce programs for which they receive funds from WFI or AWI to operate the program. Those programs include: WIA Adult, Dislocated Worker, and Youth; Veterans; Wagner Peyser; Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance; Local Veterans Employment Representatives (LVERs); Disabled Veterans Outreach Programs (DVOPs); and Unemployment Compensation programs. The exception is the Welfare to Work/TANF program where the Department of Children and Families is required as a mandatory One-Stop partner.

#### **Partner Programs Requiring Representation on All Regional Workforce Boards**

- *Adult education and literacy activities authorized under Title II of WIA* – [WIA sec. 121(b)(1)(B)(iii)] – Chief elected officials shall appoint at least one adult education and literacy partner as a representative on the local board.

See the Florida Department of Education's website for information on adult education and literacy programs for additional information:  
<http://www.fldoe.org/SiteIndex/directories.asp>.



- **Programs authorized under parts A and B of Title I of the Rehabilitation Act** – Programs authorized under parts A and B of Title I of the Rehabilitation Act provide employment and training grants to help individuals with disabilities, prepare for, obtain, and maintain employment.

Chief elected officials shall appoint at least one partner to the local board who can represent vocational rehabilitation (VR) programs in the local area.

- **Senior Community Service employment activities** – Chief elected officials shall appoint at least one partner to the local board to represent Senior Community Service Employment Programs (SCSEP). The state grantee for SCSEP is the [Florida Department of Elder Affairs](#) (DOEA).
- **Post-secondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act** – Under the Carl D. Perkins Act, federal funds are made available to help provide vocational-technical education programs and services to youth and adults.

The Florida Department of Education (DOE) is the designated grant recipient for Florida. The Chief Elected Official shall appoint at least one partner to the local board who represents post-secondary vocational education activities and programs in the local area. For additional information, the Florida Department of Education's website is:

<http://www.fldoe.org/SiteIndex/directories.asp>.

- **Welfare Transition Program (Temporary Assistance to Needy Families -TANF)** – The [Florida Department of Children and Families](#) (DCF) is the state grant recipient for TANF funds and is a One-Stop Partner.

The Chief Elected Official shall appoint at least one member from the local Department of Children and Families' office as a representative on the local board.

### **Partner Programs Requiring Representation on Some but Not All Regional Workforce Boards**

- **Veterans Workforce Investment Programs (VWIPs) under Title I of WIA** - Veterans Workforce Investment Programs are competitive grants awarded by USDOL to a state or local government or local private or not-for-profit organization which applies for such grant to offer employment and training services to certain veterans. [WIA sec. 121(b)(1)(B)(i)] - See USDOL's website at: [http://www.dol.gov/vets/programs/fact/vwip\\_fs05.htm](http://www.dol.gov/vets/programs/fact/vwip_fs05.htm).

If such grants are awarded to governments or other entities within the local region, the Chief Elected Official shall appoint a member representing the Veteran Workforce Investment Program to the local board.

- **Job Corps** – If a Job Corps Center is located within the Region, the Chief Elected Official shall appoint a representative of the Job Corps Center to its local board. See the following website for a list of the Job Corps Centers in Florida: <http://www.jobcorps.gov/centerlocations.aspx?statename=fl>

- **Native American Programs** – Regions that have a local tribe that provides employment and training services in the local area shall include partner



representation on its local board. The Chief Elected Official shall appoint a member of the tribe as a representative on the local board.

See the following website for a list of approved tribes in Florida. Regions will need to contact tribes for information on tribal employment and training offices - <http://www.ncai.org/Tribal-Directory.3.0.html>

- ***Migrant and Seasonal Farmworkers (MSFW)*** – Regions which have migrant and seasonal farmworker offices within their region must have MSFW representation on the local board. Accordingly, the Chief Elected Official shall appoint a MSFW representative to the local board.

The [Department of Education's website](#) can be viewed for more information as well as Appendix D-1 and D-2 for a contact list and service map of migrant and seasonal farmworker offices.

- ***Employment and training activities carried out under the Community Services Block Grant (CSBG)***. The Community Services Block Grant program provides grants to local governments and non-profit agencies to assist eligible low-income households in attaining the skills, knowledge and motivation necessary to achieve self sufficiency. Training and placement are one of the many services provided.

If a local CSBG program provides employment and training services to eligible recipients, the Chief Elected Official shall appoint a member to represent the CSBG on the local board.

The Florida Department of Community Affairs is the state grant recipient for funds. See the following website for a contact list of local agencies responsible for carrying out the Community Services Block Grant Program. Regions will have to determine which offices have employment and training related programs in the local area – <http://www.dca.state.fl.us/fhcd/esbg/index.cfm>

- ***Employment and Training Activities carried out by the Department of Housing and Urban Development*** – If the Region has training and employment programs funded through HUD in the local area, the Chief Elected Official shall appoint a representative to the local board from the entity or organization receiving the HUD Employment and Training funds.

An example of a HUD sponsored program is Youthbuild, a program that provides grants on a competitive basis to non-profit organizations to assist high-risk youth between the ages of 16 and 24 to learn housing construction job skills and to complete their high school education. Program participants construct or rehabilitate affordable housing for very low, low-income and homeless persons or families.

HUD's website is <http://portal.hud.gov/>

## **II. Local Workforce Board Certification and Decertification**

Certification of Regional Workforce Boards is approved by Workforce Florida, Inc. In addition, each Regional Workforce Board is reviewed by WFI for recertification every two years.

Such certification shall be based on criteria established under WIA 117(c) and the extent to which the local board has ensured that workforce investment activities carried out in the local area have enabled the local area to meet the local performance measures.

### **A. Certification**



Workforce Florida, Inc., shall initially certify each Regional Workforce Board and shall re-certify local boards once every two (2) years. Workforce Florida, Inc., will issue instructions to the Regional Workforce Boards for recertification. Such instructions may be integrated in, and issued simultaneously with, local plan instructions to provide a more streamlined and efficient process in those years when a local plan is required.

Upon satisfactory review of the Regional Workforce Board's recertification documents, the WFI Board will approve recertification of the Region.

The failure of a Regional Workforce Board to achieve recertification shall result in reappointment and certification of another Regional Workforce Board for the specified local area.

## **B. Decertification**

Workforce Florida, Inc., under authority designated by the Governor, may decertify a Regional Workforce Board, at any time after providing notice and an opportunity for comment for:

### **(1) Fraud, Abuse, Failure to Carry out Functions –**

- i. Fraud or abuse; or
- ii. Failure to carry out the functions specified in WIA 117 (d) (paragraphs 1-7) Public Law No. 105-220, 112 STAT 956 (1998) related to:
  - (a) Development, submittal, and approval of a local plan by WFI;
  - (b) Selection of One-Stop Operators and Providers as required by federal and state law (unless the Regional Workforce Board is a direct services provider)
  - (c) Development of Budget and Administration policies and procedures that are in compliance with federal and state requirements;
  - (d) Program Oversight that complies with federal and state requirements;
  - (e) Negotiation and Agreement of Local Performance Measures;
  - (f) Employment Statistics System – Regions shall assist the [Agency] in developing the statewide employment statistics system; and
  - (g) Employer Linkages – The Regional Workforce Board should coordinate workforce investment activities carried out in the local area with economic development strategies and develop other employer linkages with such activities.

Note: Appendix A provides the requirements established in WIA 117(d) (paragraphs 1-7) Public Law No. 105-220, 112 STAT 956 (1998).

### **(2) Non-Performance –**

Failure to meet the Regional Workforce Board performance measures for two (2) consecutive program years.

If Workforce Florida, Inc., decertifies a Regional Workforce Board, WFI may require that a new RWB be appointed and certified for the local area pursuant to a reorganization plan developed by WFI in consultation with the chief elected officials in the local area and in accordance with a local agreement as specified in I.A.(3) above.

**AUTHORITY**

Public Law 105-220 Title I Section 117 (c) 2, Workforce Investment Act of 1998  
445.007 (1) Florida Statutes  
20 CFR 661.300

**Appendix A**  
**Decertification**

**WIA 112, Section 117, Subsection D, Paragraphs (1) through (7)**

- (d) **FUNCTIONS OF LOCAL BOARD.** — The functions of the local board shall include the following:
- (1) **LOCAL PLAN.**—Consistent with section 118, each local board, in partnership with the chief elected official for the local area involved, shall develop and submit a local plan to the Governor.
  - (2) **SELECTION OF OPERATORS AND PROVIDERS.**—
    - (A) **SELECTION OF ONE-STOP OPERATORS.** — Consistent with section 121(d), the local board, with the agreement of the chief elected official—
      - (i) shall designate or certify one-stop operators as described in section 21(d)(2)(A); and
      - (ii) may terminate for cause the eligibility of such operators.
    - (B) **SELECTION OF YOUTH PROVIDERS.** — Consistent with section 123, the local board shall identify eligible providers of youth activities in the local area by awarding grants or contracts on a competitive basis, based on the recommendations of the youth council.
    - (C) **IDENTIFICATION OF ELIGIBLE PROVIDERS OF TRAINING SERVICES.**— Consistent with section 122, the local board shall identify eligible providers of training services described in section 134(d)(4) in the local area.
    - (D) **IDENTIFICATION OF ELIGIBLE PROVIDERS OF INTENSIVE SERVICES.**—If the one-stop operator does not provide intensive services in a local area, the local board shall identify eligible providers of intensive services described in section 134(d)(3) in the local area by awarding contracts.
  - (3) **BUDGET AND ADMINISTRATION.**—
    - (A) **BUDGET.**—The local board shall develop a budget for the purpose of carrying out the duties of the local board under this section, subject to the approval of the chief elected official.
    - (B) **ADMINISTRATION.**—
      - (i) **GRANT RECIPIENT.**—
        - (I) **IN GENERAL.**—The chief elected official in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area under sections 128 and 133, unless the chief elected official reaches an agreement with the Governor to act as the local grant recipient and bear such liability.
        - (II) **DESIGNATION.**—In order to assist in the administration of the grant funds, the chief elected official or the Governor, where the Governor serves as the local grant recipient for a local area, may designate an entity to serve as a local grant subrecipient for such funds or as a local fiscal agent. Such designation shall not relieve the chief elected official or the Governor of the liability for any misuse of grant funds as described in subclause (I).
        - (III) **DISBURSAL.**—The local grant recipient or an entity designated under subclause (II) shall disburse such funds for workforce investment activities at the direction of the local board, pursuant to the requirements of this title, if

the direction does not violate a provision of this Act. The local grant recipient or entity designated under subclause (II) shall disburse the funds immediately on receiving such direction from the local board.

(ii) STAFF. — The local board may employ staff.

(iii) GRANTS AND DONATIONS. — The local board may solicit and accept grants and donations from sources other than Federal funds made available under this Act.

- (4) PROGRAM OVERSIGHT.—The local board, in partnership with the chief elected official, shall conduct oversight with respect to local programs of youth activities authorized under section 129, local employment and training activities authorized under section 134, and the one-stop delivery system in the local area.
- (5) NEGOTIATION OF LOCAL PERFORMANCE MEASURES. — The local board, the chief elected official, and the Governor shall negotiate and reach agreement on local performance measures as described in section 136(c).
- (6) EMPLOYMENT STATISTICS SYSTEM. — The local board shall assist the Governor in developing the statewide employment statistics system described in section 15(e) of the Wagner-Peyser Act.
- (7) EMPLOYER LINKAGES. — The local board shall coordinate the workforce investment activities authorized under this subtitle and carried out in the local area with economic development strategies and develop other employer linkages with such activities.

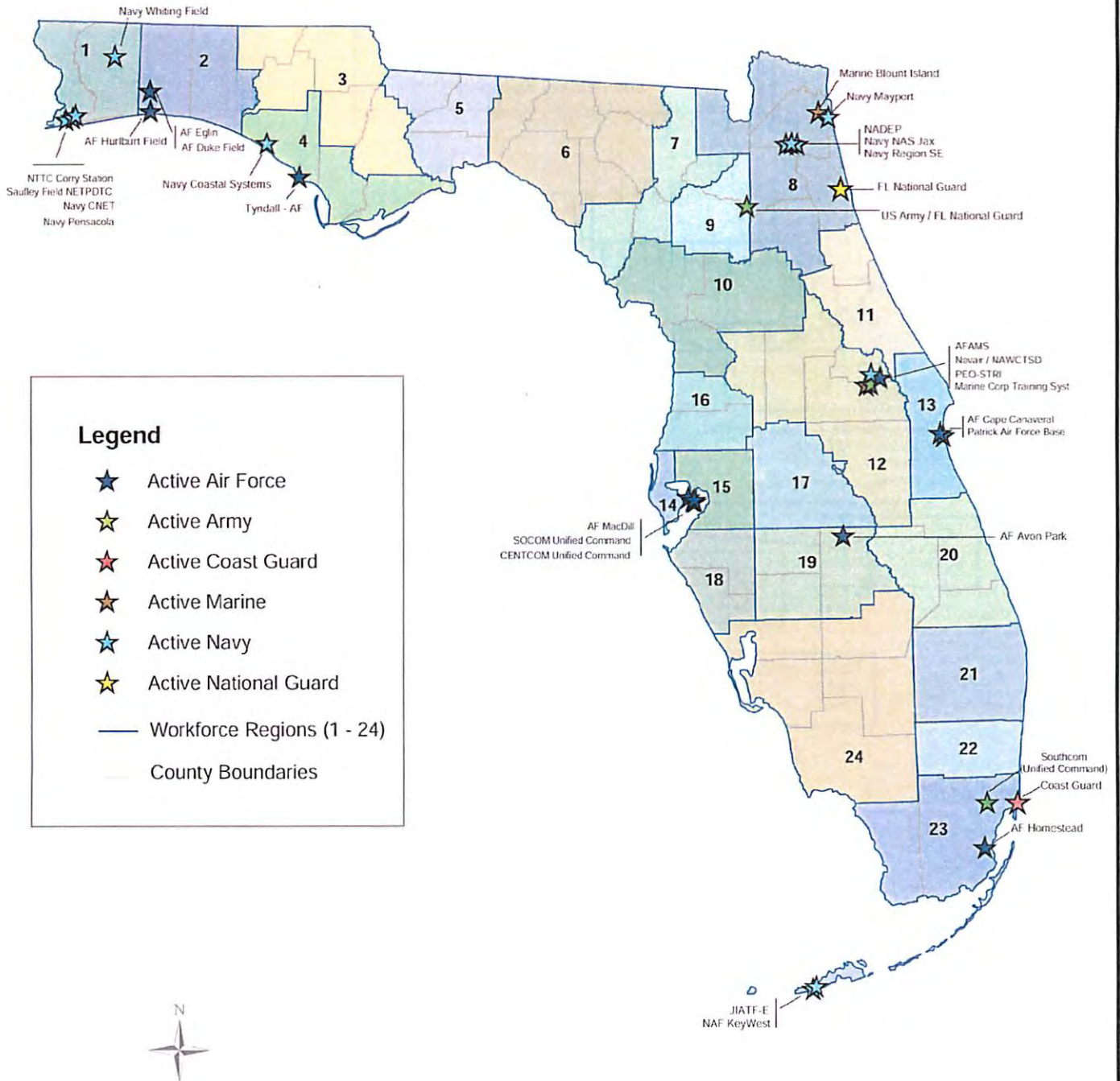
## Appendix B

# Examples of Veterans Organizations

National Veteran-Owned Business Association  
Air Force Association  
Air Force Sergeants Association  
American Cold War Veterans  
American Corporate Partners  
American Ex-Prisoners of War  
American G.I. Forum  
American Legion  
American Legion Riders  
American Veterans Motorcycle Riders Association  
American Veterans Services  
Veterans For Equal Rights  
AMVETS  
Artistic American Veterans  
Association of Confederate Soldiers  
Blinded Veterans Association  
Blue Alliance - LGBT Alumni of the U.S.  
Air Force Academy  
Catholic War Veterans  
Cherokee Nation Warriors Society  
Cold War Veterans Association  
Confederate Survivors Association  
Collegiate Veterans Association  
Disabled American Veterans  
Fleet Reserve Association  
Grand Army of the Republic  
HeroBox  
Hope For Veterans  
Iraq and Afghanistan Veterans of America  
    IAVA (formerly OpTruth)  
Iraq Veterans Against the War  
Iraq War Veterans Organization  
Jewish War Veterans of the USA  
Korean War Veterans Association  
Marine Corps League  
Military Officers Association of America  
Military Order of Foreign Wars  
Military Order of the Loyal Legion of the United States  
Military Order of the Purple Heart  
Military Order of the World Wars  
National Association for Black Veterans  
National Coalition for Homeless Veterans  
Naval Enlisted Reserve Association (NERA)  
New Battlefield Foundation  
Paralyzed Veterans of America  
Pearl Harbor Survivors Association  
Servicemembers Legal Defense Network  
The Society of Hispanic Veterans  
Society of the Cincinnati  
Sons of Union Veterans of the Civil War  
Sons of Confederate Veterans  
Retired Enlisted Association (TREA)  
United Confederate Veterans  
United Service Organizations  
United Spanish War Veterans  
United Spinal Association  
United States Submarine Veterans Inc. (USSVI) American  
United States Submarine Veterans of World War II  
U.S. Military Vets Motorcycle Club  
Veterans Advantage  
Veterans Campaign  
Veterans for America  
Veterans for Peace  
Veterans History Project  
Veterans of Foreign Wars  
Veterans of Modern Warfare  
VETPAC  
Vietnamese American Armed Forces Association  
VETPAC  
Vietnam Veterans Against the War  
Vietnam Veterans of America  
Vietnam Veterans Motorcycle Club  
Women In Military Service For America Memorial  
    Foundation, Inc.  
Wounded Warrior Project  
Wildflecken Veterans Association  
Swords to Plowshares

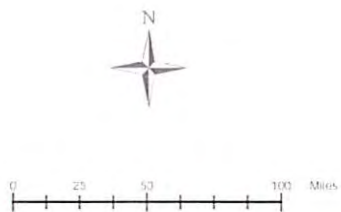
# Active Military Bases by Workforce Regions

Appendix C

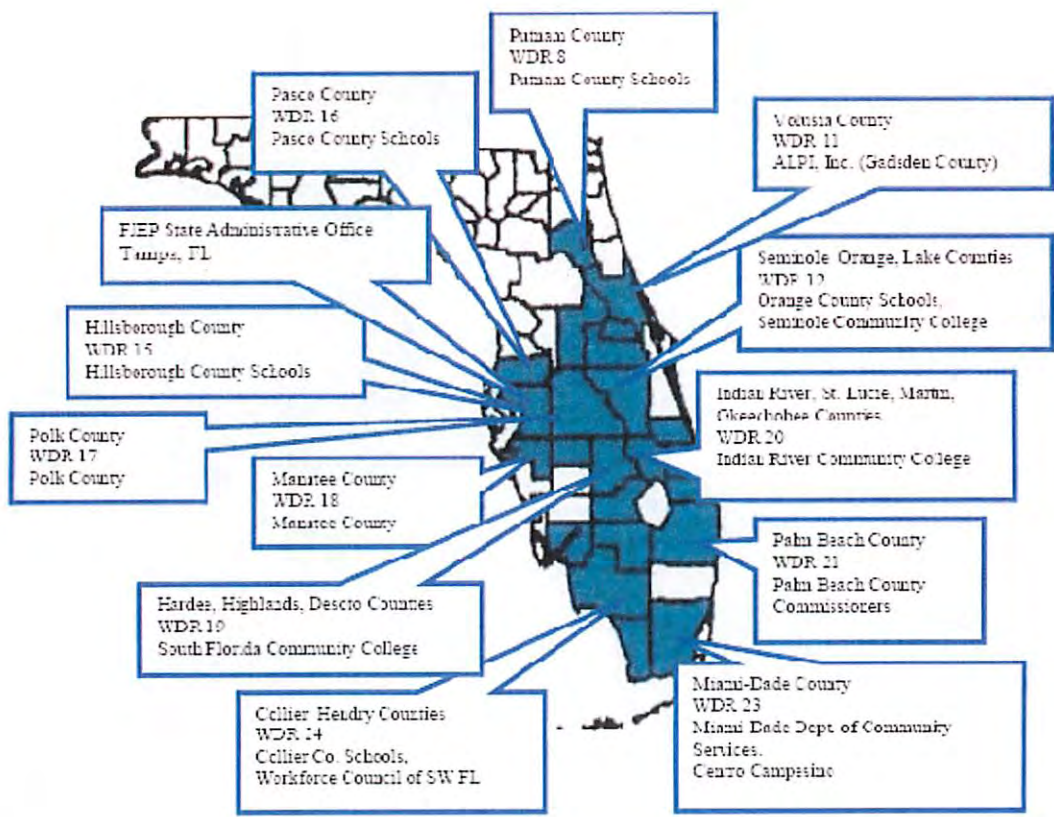


## Legend

- ★ Active Air Force
- ★ Active Army
- ★ Active Coast Guard
- ★ Active Marine
- ★ Active Navy
- ★ Active National Guard
- Workforce Regions (1 - 24)
- County Boundaries



**Florida Service Delivery Areas, Workforce Development Regions (WDRs), and Delivery Agents**





**FLORIDA DEPARTMENT OF EDUCATION  
COMMUNITY COLLEGES AND WORKFORCE EDUCATION  
ADULT MIGRANT PROGRAM AND SERVICES**

**Appendix D-2**

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Finance Officer

**Norris Ann Roland**  
**(863) 956-3491**





## AREA(S) OF REPRESENTATION CODES

BU – Business

CBOD –Community-based Organizations representing individuals with disabilities

CBOV – Community-based Organizations representing veterans

EA – Education

ED – Economic Development

MIL – Military Installation Representative (Effects regions 1, 2, 4, 8, 13, 15, 23)

NV – Non-voting member

OL – Organized Labor

OSPM – One-Stop Partner, Mandatory (to include VR, DCF, Elder Services)

OSPO – One-Stop Partner, Optional

WT/WS – Current or former recipient of welfare transition assistance or workforce services

## DEMOGRAPHICS CODES

### **GENDER CODES**

M – Male

F – Female

### **ETHNIC CODES**

W – White (not Hispanic)

B – black/African American (not Hispanic)

H – Hispanic

O – Other

### **OTHER CODES**

D – Disabled individual

OI – older individual

V – Veteran

FISCAL AGENT DESIGN/ADMINISTRATIVE ENTITY/ONE-STOP OPERATOR

<b>NAME OF REGIONAL WORKFORCE BOARD (RWB)</b>	
<b>Name and Title of RWB Chairperson</b>	<b>Name and Title of RWB Staff Director or Main Contact Person</b>
<b>Address of the RWB Chairperson</b>	<b>Address of RWB Staff Director or Main Contact Person</b>
<b>Telephone Number:</b>	<b>Telephone Number:</b>
<b>Facsimile Number:</b>	<b>Facsimile Number:</b>
<b>E-mail Address:</b>	<b>E-mail Address:</b>

<b>Name of RWB One-Stop Operator</b>	<b>Name of RWB Fiscal Agent</b>
<b>Address of RWB One-Stop Operator</b>	<b>Address of RWB Fiscal Agent</b>
<b>Telephone Number:</b>	<b>Telephone Number:</b>
<b>Facsimile Number:</b>	<b>Facsimile Number:</b>
<b>E-mail Address:</b>	<b>E-mail Address:</b>

<b>Name of the RWB Administrative Entity</b>	<b>Name of the Chief Elected Official(s)</b> <small>(Please add additional sheets if required)</small>
<b>Address of RWB Administrative Entity</b>	<b>Address of the Chief Elected Official(s)</b>
<b>Telephone Number:</b>  <b>Facsimile Number:</b>  <b>E-mail Address:</b>	<b>Telephone Number:</b>  <b>Facsimile Number:</b>  <b>E-mail Address:</b>

**SIGNATURE PAGE**

This plan represents the Region 1 Workforce Board's efforts to maximize resources available under Title I of the Workforce Investment Act (WIA) of 1998, the Wagner-Peyser Act, the Welfare Transition Act, and the Food Stamp Employment and Training programs and to coordinate these resources with other State and local programs in the following geographical workforce investment area: Escambia and Santa Rosa counties.

This comprehensive plan is submitted for the period July 1, 2011 through June 30, 2013 in accordance with the provisions of the Workforce Investment Act, the Wagner-Peyser Act and the Welfare Transition Act and the Food Stamp Employment and Training Act. We further certify that we will operate our Workforce Investment Act, Wagner-Peyser Act, Welfare Transition and the Food Stamp Employment and Training Act programs in accordance with this plan and applicable federal and state laws and regulations.

**Workforce Development Board Chair**

**Chief Elected Official**

\_\_\_\_\_  
Signature  
  
Jay Overman  
\_\_\_\_\_  
Name (printed or typed)  
  
Chairperson  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
**Kevin W. White, Chairman**  
\_\_\_\_\_  
Name (printed or typed)  
  
Chairperson  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

ATTEST: ERNIE LEE MAGANA  
CLERK OF THE CIRCUIT COURT

BY: \_\_\_\_\_  
DEPUTY CLERK

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: HCHA  
Date: 8/24/11



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

**AI-1423**

**County Administrator's Report Item #: 13. 12.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/15/2011

**Issue:** Request for Disposition of Property

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Requests for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the five Request for Disposition of Property Forms for the Public Works Department, indicating 15 items, which are described and listed on the Request Forms, with reasons for disposition stated.

The surplus property listed on the Request for Disposition of Property Forms has been checked and declared surplus to be sold or disposed of as listed on the supporting documentation. The Request Forms have been signed by all applicable authorities, including Division Manager, Department Director and County Administrator.

**BACKGROUND:**

The surplus property listed on the Request for Disposition of Property Forms has been checked and declared surplus to be sold or disposed of as listed on the supporting documentation. The Request Forms have been signed by all applicable authorities, including Division Manager, Department Director and County Administrator.

**BUDGETARY IMPACT:**

Recoup of funds if/when property is sold.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for 30 days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

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**Attachments**

Requests for Property Disposition

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Public Works/Facilities Management COST CENTER NO: 210602

David W. Wheeler, CFM, Branch Director DATE: 8/8/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3190

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	45640	Jeep SUV Cherokee	1J4FT28S1VL612386	Cherokee	1997	Fair
N	44825	Ford F250	1FTHF25H4VEB54278	F250	1997	Fair
N	44826	Ford F250	1FTHF25H0VEB54276	F250	1997	Fair
N	48608	Chevrolet 2500	1GBGC24R2YR210265	2500	2000	Fair

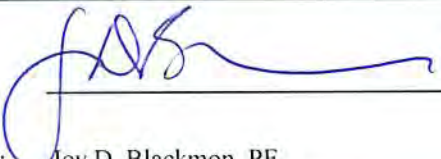
Disposal Comments: Items to be Auctioned

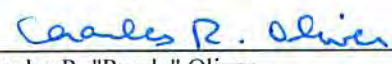
Fleet Manager \_\_\_\_\_  
 Print Name \_\_\_\_\_

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: \_\_\_\_\_ Fleet Manager Signature \_\_\_\_\_

TO: County Administration Date: 8-10-11  
 FROM: Public Works Department Department Director (Signature):   
 Department Director (Print Name): Joy D. Blackmon, PE

RECOMMENDATION: Date: 9/8/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
  
 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: Facilities Management COST CENTER NO: 210602

David W. Wheeler, CFM, Branch Director DATE: 1-Aug-11  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3190

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53960	Dell Computer (Kevin Miller)	SVDD871	Optiplex SX280	2005	Bad

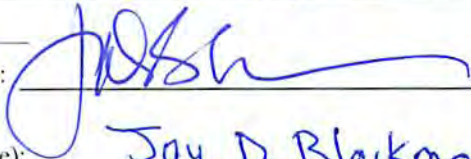
Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): Terena A. Creel  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/9/11 Information Technology Technician Signature: 

TO: County Administration Date: 8/11/11  
 FROM: Escambia County Bureau Bureau Chief (Signature):   
 Bureau Chief (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION: Date: 8-18-11  
 TO: Board of County Commissioners  
 FROM: County Administration  
 Charles R. "Randy" Oliver  
 County Administrator or designee **Acting County Administrator**

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department  
 \_\_\_\_\_  
 Clerk & Comptroller's Finance Signature of Receipt Date



## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Facilities Management COST CENTER NO: 210602

David W. Wheeler, CFM, Branch Director DATE: 1-Aug-11  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3190

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


TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55960	Dell Computer (Danya Clapp)	50DL1D1	Optiplex 745	2007	Bad
Y	56388	Dell Computer (Natalie Jackson)	1NW9CD1	Optiplex 745	2007	Bad

Disposal Comments: \_\_\_\_\_

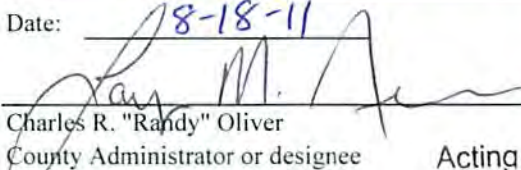
INFORMATION TECHNOLOGY (IT Technician): Teresa A. Creech  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/9/11 Information Technology Technician Signature: 

TO: County Administration Date: 8/11/11  
 FROM: Escambia County Bureau Bureau Chief (Signature):   
 Bureau Chief (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION: Date: 8-18-11  
 TO: Board of County Commissioners  
 FROM: County Administration  
  
 Charles R. "Randy" Oliver Acting County Administrator  
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department  
 \_\_\_\_\_  
 Clerk & Comptroller's Finance Signature of Receipt Date



## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Facilities Management COST CENTER NO: 210604

David W. Wheeler, CFM, Branch Director DATE: 1-Aug-11  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3190

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


TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54989	Dell Computer (Cathy Gomez)	CLP62B1	Latitude D510	2006	Bad

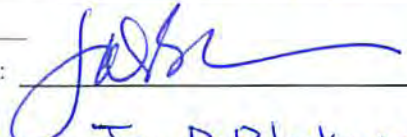
Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): Teresa A. Cree  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/9/11 Information Technology Technician Signature: 

TO: County Administration Date: 8/11/11  
 FROM: Escambia County Bureau Bureau Chief (Signature):   
 Bureau Chief (Print Name): Jay D. Blackmon, P.E.

RECOMMENDATION: Date: 8-18-11  
 TO: Board of County Commissioners  
 FROM: County Administration  
 Charles R. "Randy" Oliver  
 County Administrator or designee Acting County Administra

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: Public Works/Facilities Management COST CENTER NO: 210601

David W. Wheeler, CFM, Branch Director DATE: 8/8/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3190

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	47192	Ford F250	1FDNF20L0XED05484	F250	1999	Fair
N	47495	Jeep SUV Cherokee	1J4FT28S3XL618550	Cherokee	1999	Fair
N	47415	Jeep SUV Cherokee	1J4FT28S5XL595417	Cherokee	1999	Fair
N	44879	Ford F250	1FTHF25H2VEB54277	F250	1997	Fair
N	48356	Dodge 3500	3B6MC36551M249698	3500	2000	Fair
N	48335	Ford E150 XL	1FMRE11W3YHB09935	E150 XL	2000	Fair
N	47158	Jeep SUV Cherokee	1J4FT28S1XL557831	Cherokee	1998	Fair

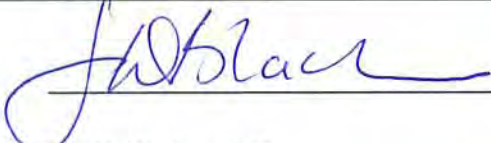
Disposal Comments: Items to be Auctioned


Fleet Manager \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Fleet Manager Signature \_\_\_\_\_

TO: County Administration Date: 8-10-11  
 FROM: Public Works Department Department Director (Signature):   
 Department Director (Print Name): Joy D. Blackmon, PE

RECOMMENDATION: Date: 8/11/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
  
 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-1350**

**County Administrator's Report Item #: 13. 1.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** BA#288- Re-allocation of Funds in the Sheriff's Budget

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Budget Amendment #288 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #288, General Fund (001) in the amount of \$350,000, to re-allocate funds within the Sheriff's Department Budget from personnel to operating, and appropriate these funds for increased fuel and inmate medical expenses in the current Fiscal Year.

**BACKGROUND:**

The Sheriff's Department has requested a re-allocation of funding from personal services to operating to cover increased fuel and inmate medical services for FY10/11. There is no increase in the allocation of fund to the Sheriff's FY10/11 Budget.

**BUDGETARY IMPACT:**

This amendment transfers funds from personnel to operating.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Changes in Elected Officials budget allocations are brought before the Board for their information.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

BA#288



**Board of County Commissioners  
Escambia County  
Budget Amendment Request**

**Request Number  
#288**

**Approval Authorities**

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Bureau Chief				
Assistant County Administrator				
County Administrator				
Action by the Board				

**Transfer From: General Fund (001)/ Sheriff's Department**  
**Fund/Bureau**

<b>Account Title</b>	<b>Project Number</b>	<b>Cost Center</b>	<b>Account Code</b>	<b>Amount</b>
Personal Services - LE		540101	59702	250,000
Personal Services - Detention		540201	59702	100,000
<b>Total</b>				<b><u><u>\$350,000</u></u></b>

**Transfer To: General Fund (001)/ Sheriff's Department**  
**Fund/Bureau**

<b>Account Title</b>	<b>Project Number</b>	<b>Cost Center</b>	<b>Account Code</b>	<b>Amount</b>
Operating Expense - LE		540101	59703	250,000
Operating Expense - Detention		540201	59703	100,000
<b>Total</b>				<b><u><u>\$350,000</u></u></b>

**Detailed Justification:**

The Escambia County Sheriff needs to re-allocate funding within his existing budget from personnel to operating due to the increase in fuel and inmate medical expenses, these funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

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\_\_\_\_\_  
**OMB Analyst**

\_\_\_\_\_  
**Budget Manager**

\_\_\_\_\_  
**Bureau Chief**





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

AI-1351

County Administrator's Report Item #: 13. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/15/2011

Issue: Supplemental Budget Amendment #289 - ECAT/SRIA Trolley Service

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #289 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #289, Mass Transit Fund (104) in the amount of \$68,512, to recognize an increase in the funding from the Santa Rosa Island Authority, and to appropriate these funds for the enhanced trolley route on Pensacola Beach.

**BACKGROUND:**

Escambia County Area Transit (ECAT) has enhanced their level of service by increasing the number of days for the Pensacola Beach Trolley. This will require additional funding.

**BUDGETARY IMPACT:**

This amendment will increase Fund 104 by \$68,512.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA# 289

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

Resolution Number  
R2011-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County Area Transit (ECAT) has enhanced the trolley route on Pensacola Beach and additional funding is needed. The funds must now be recognized and appropriated into this year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

Mass Transit Fund Fund Name	104 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
SRIA Trolley Contribution	104	337403	\$68,512
<b>Total</b>			<u>\$68,512</u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Professional Services	104/270302	53101	\$8,054
Other Contractual Services	104/270302	53401	\$42,975
Operating Supplies	104/270302	55201	\$17,483
<b>Total</b>			<u>\$68,512</u>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

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

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

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#289



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

AI-1365

County Administrator's Report Item #: 13. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/15/2011

Issue: SBA#290 - Solid Waste Transfer

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #290 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #290, Transportation Trust Fund (175) and Solid Waste Fund (401) a decrease in the amount of \$68,302, to recognize a decrease in the Solid Waste Transfer to the Transportation Trust Fund, and to appropriate these funds back into the Solid Waste Fund.

**BACKGROUND:**

There were seven correction officer positions budgeted for in the F-401 transfer to F-175. These officers are stationed at the Perdido Landfill annually. One of these officers was never utilized in the current FY10/11, so this amendment reduced the transfer in the appropriate amount.

**BUDGETARY IMPACT:**

This amendment will decrease Fund 175 and increase Fund 401 by \$68,302.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#290

Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2011-

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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 annual transfer from the Solid Waste Fund to the Transportation Trust Fund for officers stationed at the Perdido Landfill needs to be reduced due to one officer not being utilized in the FY10/11 Budget, this reduction must now be recognized and appropriated back into F-401

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

Transportation Trust Fund Solid Waste Fund <b>Fund Name</b>	175 401 <b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Transfers from F-401	175	381401	(68,302)
<b>Total</b>			<b>(68,302)</b>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Salaries	175/290202	51201	(44,316)
FICA	175/290202	52101	(3,390)
Retirement	175/290202	52201	(11,036)
Life & Health	175/290202	52301	(8,000)
Workers' Comp.	175/290202	52401	(1,560)
Transfers to F-175	401/220607	59101	(68,302)
Reserves	401/220606	59801	68,302
<b>Total</b>			<b>(68,302)</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

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

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

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#290

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

AI-1383

County Administrator's Report Item #: 13. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/15/2011

Issue: Supplemental Budget Amendment #292 – Insurance Proceeds

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #292 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #292, Transportation Trust Fund (175) in the amount of \$590, to recognize insurance proceeds received for damage to a pedestrian signal at Highway 29 and Chemstrand Road, and to appropriate these funds into the Traffic Operations Cost Center.

**BACKGROUND:**

Escambia County received an insurance reimbursement of \$590 for damage to a pedestrian signal at Highway 29 and Chemstrand. The proceeds are reimbursing Traffic Operations for the repair work.

**BUDGETARY IMPACT:**

This amendment will increase Fund 175 by \$590.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#292

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2011-**

---

**WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.**

**WHEREAS, Escambia County received an insurance reimbursement for damage to a pedestrian signal, 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>Transportation Trust Fund</u> <b>Fund Name</b>	<u>175</u> <b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Insurance Proceeds	175	369008	\$590
<b>Total</b>			<u><u>\$590</u></u>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Repair and Maintenance	175/270201	54601	\$590
<b>Total</b>			<u><u>\$590</u></u>

**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-1391

County Administrator's Report Item #: 13. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/15/2011

Issue: Budget Amendment #293 - Personnel Funds for the Fire Department

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Budget Amendment #293 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #293, Fire Protection Fund (143) in the amount of \$543,538, to cover additional personnel costs at the Fire Department due to staffing requirements at Myrtle Grove and Cantonment Fire Stations.

**BACKGROUND:**

The Fire Department will require additional personnel funds to complete the year. They have been staffing two additional stations, Myrtle Grove and Cantonment during the daytime. Former management felt the need to staff these stations because the volunteers were not able to provide proper staffing during the day and as a result of the BP Oil spill. The Fire Department was reimbursed \$66,048 for costs associated with the oil spill.

**BUDGETARY IMPACT:**

This amendment is moving funds from reserves to personnel thus not increasing funding levels in Fund 143.

**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

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**Attachments**



BA# 293

**Board of County Commissioners  
Escambia County  
Budget Amendment Request**

**Request Number  
# 293**

**Approval Authorities**

Bureau Chief  
Assistant County Administrator  
County Administrator  
Action by the Board

	Date Rec.	Date Forward	Approved	Disapproved

**Transfer From: Fund 143/Fire Protection Fund - Public Safety**  
Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Reserves		330206	59801	543,538
<b>Total</b>				<b>\$543,538</b>

**Transfer To: Fund 143/Fire Protection Fund - Public Safety**  
Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Regular Salaries and Wages		330206	51201	504,438
Regular Salaries and Wages		330216	51201	30,623
Regular Salaries and Wages		330701	51201	8,477
<b>Total</b>				<b>\$543,538</b>

**Detailed Justification:**  
 To provide funding to cover shortages in personnel budgets due to staffing two additional fire stations (Myrtle Grove and Cantonment) during the daytime. Former management felt the need to staff these stations because the volunteers weren't able to muster a crew during the day and as a result of the BP Oil spill providing so many additional jobs.

\_\_\_\_\_  
 OMB Analyst  
 \_\_\_\_\_  
 Budget Manager

\_\_\_\_\_  
 Bureau Chief



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

**AI-1394**

**County Administrator's Report Item #: 13. 6.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Budget Amendment #297 - Personnel Funds for the Safe Neighborhood Program

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Budget Amendment #297 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #297, Escambia County Restricted Fund (101) in the amount of \$11,000, to cover additional personnel costs for the Safe Neighborhood Program due to an employee entering the Deferred Retirement Option Program (DROP).

**BACKGROUND:**

The Safe Neighborhood Program needs additional personnel funds to complete the year due to an employee received a payout upon entering DROP. When an employee enters DROP, typically certain leave balances are paid out. The payment of these leave balances was unanticipated.

**BUDGETARY IMPACT:**

This amendment is moving funds from reserves to personnel thus not increasing funding levels in Fund 101.

**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

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**Attachments**

BA# 297





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

**AI-1400**

**County Administrator's Report Item #: 13. 7.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** BA#299 - Okaloosa Technology personnel increase

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Budget Amendment #299 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #299, Article V Fund (115) in the amount of \$4,200, to cover additional personnel costs in the Okaloosa County Technology Court Budget due to an employee separating employment and having their leave payouts.

**BACKGROUND:**

Escambia County has an inter-local agreement with Okaloosa County for the Article V Technology monies in order to have centralized purchasing abilities. An employee separated employment and due to the leave payouts the cost center requires additional funds to finish out FY10/11. The Okaloosa BOCC approved this budget amendment request.

**BUDGETARY IMPACT:**

This amendment is moving funds from reserves to personnel thus not increasing funding levels in Fund 115. The funds utilized come from Okaloosa County. No Escambia County funds are being used.

**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

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**Attachments**

BA#299



**Board of County Commissioners  
Escambia County  
Budget Amendment Request**

Request Number  
#299

**Approval Authorities**

Bureau Chief  
Assistant County Administrator  
County Administrator  
Action by the Board

Date Rec.	Date Forward	Approved	Disapproved
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Transfer From: Article V Fund (115)/Court Administration  
Fund/Bureau**

Account Title	Project Number	Cost Center	Account Code	Amount
Reserves/Okaloosa Tech		59801	410516	4,200
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>Total</b>				<b>\$4,200</b>

**Transfer To: Article V Fund (115)/Court Administration  
Fund/Bureau**

Account Title	Project Number	Cost Center	Account Code	Amount
Salaries/Okaloosa Tech		51201	410516	4,200
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>Total</b>				<b>\$4,200</b>

**Detailed Justification:**

Funds are being re-allocated from the Okaloosa Technology reserves to the personnel line item to cover the end of year personnel costs associated with an employee payout at employment separation.  
This position was re-hired soon afterwards.  
This request was approved at the 3/15/2011 Okaloosa County BCC Meeting.

\_\_\_\_\_  
**OMB Analyst**  
\_\_\_\_\_  
**Budget Manager**

\_\_\_\_\_  
**Bureau Chief**



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

AI-1355

County Administrator's Report Item #: 13. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/15/2011

Issue: Setup and Printing Costs for "A Brief Account of Escambia County's Development 1821-2011" by John Appleyard

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Payment of Setup and Printing Costs for "A Brief Account of Escambia County's Development 1821-2011". by John Appleyard - Amy Lovoy, Management and Budget Services Department Director

That the Board allocate and authorize payment in an amount not to exceed \$6,000 for the setup and printing of "A Brief Account of Escambia County's Development 1821-2011", by John Appleyard.

[Funding Source: General Fund (001)/Non-Departmental, Cost Center 110201]

**BACKGROUND:**

A total of \$6,000 will be set aside in the current year's budget for the setup and printing of the John Appleyard's history of Escambia County government.

**BUDGETARY IMPACT:**

A total of \$6,000 will be set aside in the General Fund for these costs.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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

**AI-1338**

**County Administrator's Report Item #: 13. 9.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Acquisition of Property Located at 2615 North 6th Avenue

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Acquisition of Property Located at 2615 North 6th Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the acquisition of real property for Neighborhood Enterprise Foundation, Inc. (NEFI). Upon completion of the home, it will either be sold to a State Housing Initiative Partnership (SHIP) income-eligible buyer, rented to a SHIP income-eligible buyer in partnership with a local non-profit, or provided to a local non-profit for special needs housing:

A. Authorize the purchase of real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;

B. Approve the Tax Deed purchase price of \$1,164.59 for this parcel; and

C. Acknowledge that the property will be purchased with resources from Fund 124, Affordable Housing, Cost Center 220406, Account Number 58301.

**BACKGROUND:**

This property is part of the Tax Deed Application List submitted for Board approval on February 17, 2011. Because this parcel did not sell during the July 5, 2011 Tax Deed Sale, the County has a 90-day purchase priority period [FL Statute 197.502(7) which ends October 5, 2011. Because the County is purchasing this property for a project, the price is lower [no County fees] than the purchase price would be for a public sale. Purchasing this property will consist of finishing the interior of the new home, which is incomplete and will require additional construction work to finalize and obtain a certificate of occupancy from the City of Pensacola. Following purchase, NEFI in consultation with the City of Pensacola, will ensure that the necessary construction is completed per building code and permitting requirements. The home will be utilized to address affordable or special needs housing priorities as jointly established by the County and City through the Local State Housing Initiatives Partnership (SHIP) Housing Assistance Plan. Depending on the condition of the local housing and lending market at the time of completion, the home will either be sold to a SHIP income eligible buyer, rented to a SHIP income eligible buyer in partnership with a local non-profit, or provided to a local non-profit for special needs housing.

**BUDGETARY IMPACT:**

Property will be purchased with resources from Fund 124, Cost Center 220406, Account Number 58301.

**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

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**Attachments**

2615 North 6th Ave backup

[Back](#)

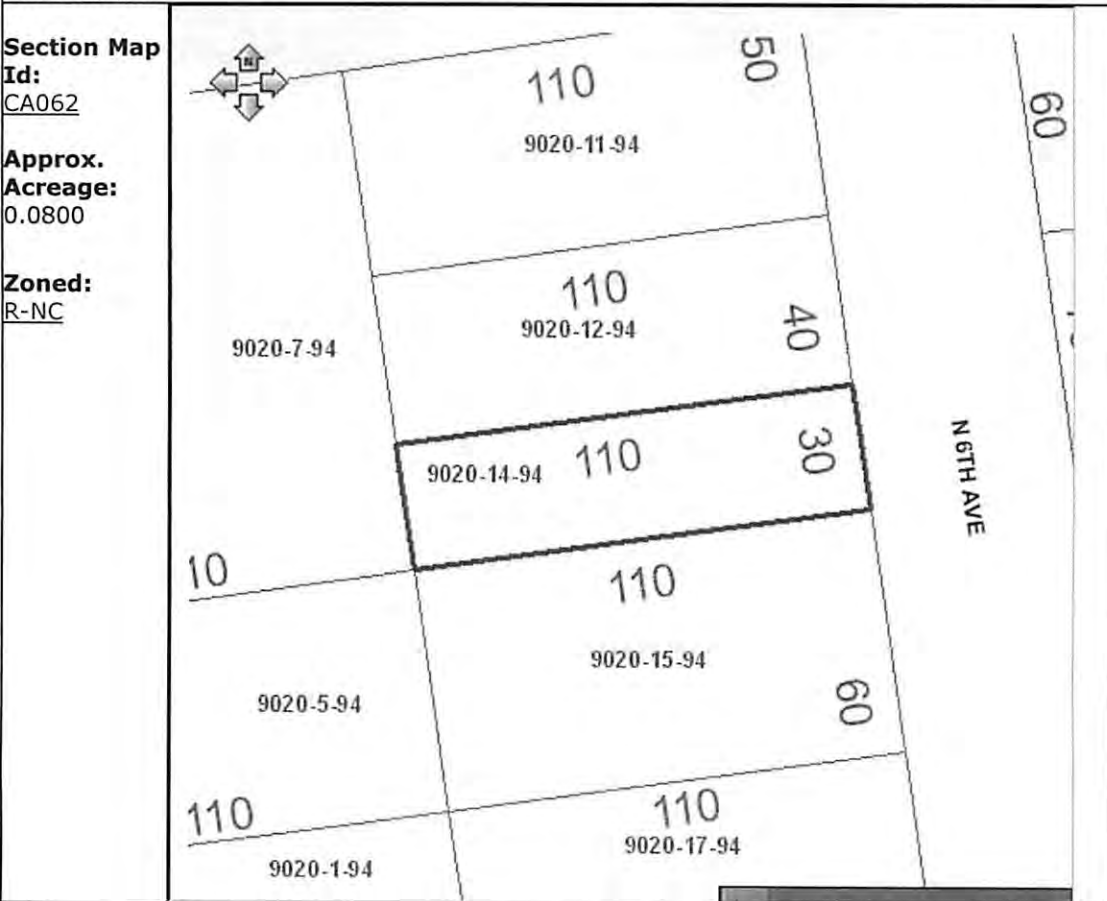
**Source: Escambia County Property Appraiser**

[Restore Full Page Version](#)

<b>General Information</b>		<b>2011 Certified Roll Assessment</b>	
<b>Reference:</b>	000S009020014094	<b>Improvements:</b>	\$0
<b>Account:</b>	133648000	<b>Land:</b>	\$6,270
<b>Owners:</b>	JACKSON CORNELIOUS W JR	<b>Total:</b>	\$6,270
<b>Mail:</b>	496 S FAIRFIELD DR APT A PENSACOLA, FL 32506	<b>Save Our Homes:</b>	\$0
<b>Situs:</b>	2615 N 6TH AVE 32503	<a href="#">Disclaimer</a>	
<b>Use Code:</b>	VACANT RESIDENTIAL	<b>Amendment 1 Calculations</b>	
<b>Taxing Authority:</b>	PENSACOLA CITY LIMITS		
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

<b>Sales Data</b>		<b>2011 Certified Roll Exemptions</b>	
		None	
<b>Sale Date</b>	<b>Book Page Value Type</b>	<b>Legal Description</b>	
		LT 14 BLK 94 EAST KING TRACT OR 6484 P 387 CA 62	
07/16/2009	6484 387 \$100 QC	<b>Extra Features</b>	
04/2007	6134 1430 \$14,000 WD	None	
03/2001	4863 1211 \$7,000 TD		
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			

**Parcel Information** [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)



<b>Buildings</b>	
<div style="border: 1px solid black; padding: 2px;">                     Building 1 - Address: 2615 N 6TH AVE, Year Built: 2011, Effective Year: 2011                 </div>	
<b>Structural Elements</b> <b>FOUNDATION</b> -SLAB ON GRADE <b>EXTERIOR WALL</b> -VINYL SIDING <b>NO. PLUMBING FIXTURES</b> -7.00 <b>ROOF FRAMING</b> -HIP <b>ROOF COVER</b> -COMPOSITION SHG <b>INTERIOR WALL</b> -DRYWALL-PLASTER <b>FLOOR COVER</b> -VINYL/CORK <b>NO. STORIES</b> -1.00 <b>FLOOR COVER</b> -CARPET <b>DECOR/MILLWORK</b> -AVERAGE <b>HEAT/AIR</b> -CENTRAL H/AC <b>STRUCTURAL FRAME</b> -WOOD FRAME	
<div style="border: 1px solid black; padding: 2px;"> <b>Areas - 1500 Total SF</b>  <b>BASE AREA</b> - 1452  <b>OPEN PORCH FIN</b> - 24  <b>PATIO</b> - 24                 </div>	

**Images**



10/18/10



06/03/11

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    [Record Search](#)  
 Download Selection Data (1 row)

**Reference:** 00-05-00-9020-014-094  
**Account:** 13-3648-000  
**Section Map:** CA062  
**Situs:** 2615 N 6TH AVE  
**Subdivision:**  
 EAST KING TRACT  
**Owner:** JACKSON CORNELIOUS W JR  
**Mailing Address:**  
 496 S FAIRFIELD DR APT A  
 PENSACOLA, FL 32506  
**Last Sale:** 7/16/2009, \$100  
**Property Use:** VACANT RESIDENTIAL  
**Approx. Acreage:** 0.0800  
**Building Count:** 1  
**Total Heated Area:** 1452  
**Zoned:** R-NC

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: 012N3344455666**





**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: *Cecilia 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.

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**Attachments**

**Tax Deed Application List**

TAX DEED APPLICATION LIST

ACCT_NO	GEO_NO	OWNR_NAME
02-0304-000	111S30-1101-003-080	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	111S30-1901-008-080	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
02-1420-085	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	231S30-2500-003-008	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 &
03-0863-000	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	082S30-0550-000-048	JANSSEN ALLEN L & BRENDA
05-2886-000	082S30-1300-012-001	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	GAINEY 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

Feb. 17, 2011 Page 4

ACCT_NO	GEO_NO	OWNR_NAME
15-0481-000	000S00-9080-020-036	HALE TRACY &
15-0484-000	000S00-9080-023-038	BROWN H J ESTATE OF
15-0550-000	000S00-9080-160-044	PATCHES I INC TRUSTEE
15-0551-000	000S00-9080-170-044	KELSON JAMES E II
15-0562-000	000S00-9080-007-045	BEATY RAYMOND H
15-0564-000	000S00-9080-010-045	CUSHON HAGAR M EST OF
15-0574-000	000S00-9080-060-046	BROWN WINSTEL
15-0619-000	000S00-9080-012-051	DALE JOHN L &
15-0646-000	000S00-9080-014-053	PATCHES I INC TRUSTEE
15-0699-000	000S00-9080-050-059	WIGGINS EVELYN MCMILLAN EST
15-0733-000	000S00-9080-012-063	WILLIAMS FRED &
15-0740-000	000S00-9080-072-063	BOOKER LEILIA
15-0769-000	000S00-9080-015-065	JOHNSON LAMAR K EST OF &
15-0775-000	000S00-9080-010-068	HAYES LONNIE J
15-0780-000	000S00-9080-110-068	BEATY RAYMOND H
15-0783-000	000S00-9080-122-068	BALLOU MICHAEL
15-0784-100	000S00-9080-150-068	SHARAWAY HUSSEIN S & ANNE B
15-0787-000	000S00-9080-001-069	HAMLER JACQUELYN J 3/96 INT
15-0814-000	000S00-9080-010-072	PATCHES I INC TRUSTEE
15-0826-000	000S00-9080-200-072	COMMUNITY PROPERTY
15-0859-000	000S00-9080-191-077	SHARAWAY HUSSEIN S & ANNE B
15-0898-000	000S00-9080-003-085	JACKSON CLARD
15-0906-000	000S00-9080-024-085	PIERCE JIMMIE EST OF
15-0976-000	000S00-9080-012-093	MCINTIRE LAWRENCE & BERNICE
15-0989-000	000S00-9080-013-094	CARRUTHERS DONNA M 1/2 INT
15-0998-000	000S00-9080-016-095	PATCHES I INC TRUSTEE
15-1028-000	000S00-9080-007-104	RDLS DEVELOPMENT INC
15-1040-000	000S00-9080-015-106	ROBINSON SAMUEL & RUTH
15-1080-000	000S00-9080-200-109	RIEDLINGER THOMAS
15-1094-100	000S00-9080-140-112	HALL WILLIE & ELNORA
15-1222-750	000S00-9080-091-127	BEATY RAYMOND & ELLEN M
15-1227-500	000S00-9080-190-127	DEAS ANNIE P
15-1259-800	000S00-9080-160-132	ROBINSON A T ESTATE OF
15-1486-000	000S00-9080-018-169	TOWNSEND JULIA J
15-1503-000	000S00-9080-030-173	BIRCH GLADE DEVELOPMENT CO
15-1538-500	000S00-9080-013-180	KUTOSI DAVID M
15-1812-000	000S00-9080-004-219	IKNER THOMAS J
15-1853-000	000S00-9080-017-225	COOK CLINTON E
15-1880-100	000S00-9080-050-226	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

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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	182S30-6000-180-043	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	342S30-0580-034-059	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	342S30-0980-004-099	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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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	362S31-1000-009-086	POLLEY MARVIN D EST OF
10-1315-730	362S31-1004-000-011	TURBERVILLE AUSTIN W
10-1341-500	362S31-1008-000-001	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	065N30-3321-000-000	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



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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 98/198
13-1737-000	000S00-9010-070-080	BROWN ESMA EST OF &
13-1739-000	000S00-9010-080-080	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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13-3111-000	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
13-3498-000	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 &
13-4087-100	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	000S00-9025-008-158	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
15-0088-000	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
15-0108-000	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	000S00-9060-180-018	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	JULIAN 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 &


 Select Year:  

## The 2010 Florida Statutes(including Special Session A)

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### 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.



**ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT**

**ESCAMBIA COUNTY, FLORIDA**

**Tax Deed Properties For Sale**

[More Info on Tax Deed Sales](#)

For property address and appraisal info, click on the Account link.

\*\*Base Bid may not reflect Clerk's fees and Current Year Taxes until several weeks prior to sale.

Effective July 1, 2011 \*\*Deposit Requirement Change\*\*

The deposit due on winning a bid will change from a flat \$200 to \$200 or 5% of the winning bid, whichever is greater.

Clerk's File Number	Account	Certificate Number	Reference	Sales Date	Status	Opening Bid Amount	Min Estimated Deposit	Legal Description	Surplus Balance	Property Address	View Images
11-300	<a href="#">120578500</a>	<a href="#">07498</a>	342N311401000006	Jul 5 2011	<b>REDEEMED</b>	**\$6,982.97	\$349.65	BEG AT NE COR OF SEC S 0 DEG 54 MIN 24 SEC E 1316 12/100 FT (SD PT BEING S LI OF QUINTETTE ACRES S/D) S 0 DEG 54 MIN 24 SEC E 241 71/100 FT FOR POB S 88 DEG 55 MIN 30 SEC W 626 13/100 FT N 0 DEG 54 MIN 24 SEC W 241 71/100 FT S 88 DEG 55 MIN 30 SEC W 78 49/100 FT S 0 DEG 48 MIN 22 SEC E 137 FT S 88 D More ...		2200 WELCOME RD BLK CANTONMENT, FL 32533	
11-354	<a href="#">101341500</a>	<a href="#">05405</a>	362S311009000001	Jul 5 2011		**\$3,665.64	\$200.00	BEG AT NE COR OF SEC SLY ALG E LI 2693 FT WLY PARL TO N LI OF SEC 350 24/100 FT 90 DEG LEFT 31 FT FOR POB CONT 140 FT 88 DEG 17 MIN RT 118 84/100 FT 96 DEG 10 MIN RT 150 64/100 FT 92 DEG 21 MIN RT ALG R/W OF CERNY RD 141 04/100 FT TO POB SEC 36 T 2S R 31 W SEC 41 T 1S R 31 OR 2521 P 980 OR 3453 P 72 More ...		5623-A CERNY RD PENSACOLA, FL 32526	
11-367	<a href="#">114426502</a>	<a href="#">07089</a>	331N31330100300	Jul 5 2011	<b>REDEEMED</b>	**\$24,337.83	\$1,217.39	BEG AT SE COR OF SW 1/4 OF SW 1/4 SD PT BEING 1333 99/100 FT E OF SW COR OF SEC N 90 DEG W 333 49/100 FT N 0 DEG 55 MIN 46 SEC E 898 FT FOR POB CONT N 0 DEG 55 MIN 46 SEC E 418 43/100 FT S 89 DEG 41 MIN 30 SEC E 174 05/100 FT S 0		6622-A FRANK REEDER RD PENSACOLA, FL 32526	



								174/176 OR 5469 P 705/706 CA 65			
11-413	<u>133496000</u>	<u>08317</u>	000S009020011078	Jul 5 2011	<b>Sold</b> \$1,925.00 GRADY L BLACKMON II	**\$1,914.99	\$200.00	E 50 FT OF LT 1 AND OF S 10 FT OF LT 2 BLK 78 BROOKS S/D EAST KING TRACT OR 2420 P 442 CA 64		712 E HERNANDEZ ST 32503	
11-414	<u>133502000</u>	<u>08319</u>	000S009020150078	Jul 5 2011		**\$11,010.90	\$551.05	E 105 FT OF LTS 15 16 BLK 78 BROOKS S/D EAST KING TRACT OR 3018 P 595 CA 64		2007 N 8TH AVE PENSACOLA, FL 32503	
11-415	<u>133610000</u>	<u>08333</u>	000S009020050090	Jul 5 2011		**\$7,723.34	\$386.67	W 18 FT 9 IN OF N 73 FT OF LT 6 AND E 36 1/2 FT OF N 73 FT OF LT 5 BLK 90 EAST KING TRACT OR 5261 P 200 CA 63		707 E SCOTT ST PENSACOLA, FL 32503	
11-416	<u>133627000</u>	<u>08337</u>	000S009020021092	Jul 5 2011		**\$2,124.16	\$200.00	N 50 FT OF S 100 FT OF LT 3 AND OF W 18 FT OF LT 2 BLK 92 EAST KING TRACT OR 4483 P 528 OR 6388 P 1872 CA 63		2500 N 6TH AVE 32503	
11-417	<u>133648000</u>	<u>08341</u>	000S009020014094	Jul 5 2011	<b>Sold</b> \$1,785.00 ESCAMBIA COUNTY	**\$1,785.81	\$200.00	LT 14 BLK 94 EAST KING TRACT OR 6484 P 387 CA 62		2615 N 6TH AVE 32503	
11-418	<u>133677000</u>	<u>08349</u>	000S00902015009	Jul 5 2011	<b>REDEEMED</b>	**\$14,622.55	\$731.63	LT 15 AND N 19 FT OF LT 16 BLK 97 EAST KING TRACT OR 4371 P 1119 CA 65		1517 N DAVIS HWY PENSACOLA, FL 32504	
11-419	<u>133726000</u>	<u>08355</u>	000S009020014100	Jul 5 2011		**\$8,849.30	\$442.97	□		1619 N DAVIS ST 32503	
11-420	<u>134017000</u>	<u>08383</u>	000S009020140119	Jul 5 2011		**\$2,174.13	\$200.00	LTS 14 15 BLK 119 EAST KING TRACT OR 5710 P 1885 CA 62		2600 DR MARTIN LUTHER KING JR BLK PENSACOLA, FL 32503	
11-421	<u>134486000</u>	<u>08418</u>	000S009020002147	Jul 5 2011		**\$2,037.26	\$200.00	LT 2 BLK 147 EAST KING TRACT OR 6055 P 1249 CA 62			
11-422	<u>140316000</u>	<u>08428</u>	000S009025014059	Jul 5 2011		**\$6,224.04	\$311.70	S 36 FT 6 IN OF LTS 9 10 BLK 59 NEW CITY TRACT OR 420 P 961 OR 4777 P 1492 CA 68		607 N 10TH AVE PENSACOLA, FL 32501	
11-423	<u>140805000</u>	<u>08455</u>	000S009025008109	Jul 5 2011	<b>REDEEMED</b>	**\$4,499.13	\$225.46	LT 8 BLK 109 NEW CITY TRACT OR 5992 P 116 CA 48		1015 E STRONG ST 32501	
11-424	<u>113006000</u>	<u>06747</u>	101N314101071005	Jul 5 2011		**\$3,147.03	\$200.00	LOT 7 OR 231 P 569 BLK E 1ST HARVESTERS HOMES ADDN UNIT 4 PB 3 P 31		708 ESCAMBIA AVE PENSACOLA, FL 32533	
					<b>Sold</b>			BEG AT SELY COR OF LT 13 SWLY ALG SLY LI OF SD LT 13 2341 28/100 FT FOR POB CONT SAME COURSE 90 FT 89 DEG 47 MIN 20 SEC RT 167 FT 90		541 BENJULYN	





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

**AI-1339**

**County Administrator's Report Item #: 13. 10.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Partial Release of Liens associated with property located at 3005 West Gonzalez Street

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Partial Release of Liens Associated with Property Located at 3005 West Gonzalez Street - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the partial release of Liens associated with property that will be conveyed to Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

A. Accept the letter of request from Edith Garcia, Branch Manager of First American Title Insurance Company, performing the title work for Habitat for Humanity;

B. Authorize partial release of Liens associated with 3005 West Gonzalez Street, Account Number 06-3398-000, Reference Number 33-2S-30-1000-005-002, on the properties below;

1. Official Records Book 6463, Page 469; Official Records Book 6463, Page 498; and Official Records Book 6590, Page 385 on property located at 105 Brigadier Street;

2. Official Records Book 6506, Page 354 on property located at 118 Dogwood Drive; and

3. Official Records Book 6553, Page 117; and Official Records Book 6653, Page 64 on property located at 1009 Alexandria Drive; and

C. Acknowledge that Habitat for Humanity will pay for all recording costs relative to the partial release of Liens.

**BACKGROUND:**

Escambia County acquired this property through foreclosure in October 2010. Equifunding Inc. is the owner of all the above properties. None of the Code Enforcement liens are attached to 3005 West Gonzalez Street. However, they are associated with the liens because of ownership.

**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

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**Attachments**

3005 West Gonzalez partial release backup

[Back](#)

**Source: Escambia County Property Appraiser**

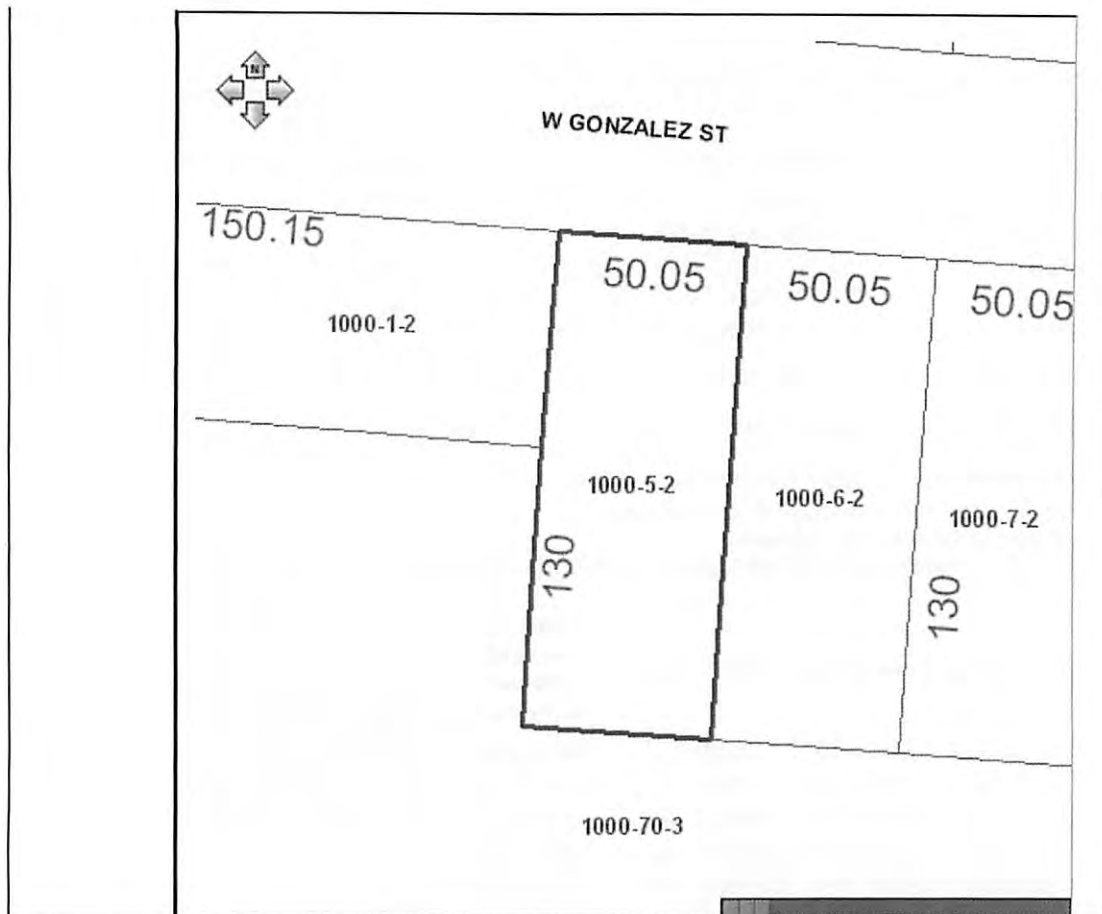
[Restore Full Page Version](#)

<b>General Information</b> <b>Reference:</b> 332S301000005002 <b>Account:</b> 063398000 <b>Owners:</b> ESCAMBIA COUNTY <b>Mail:</b> 221 PALAFOX PL STE 420 PENSACOLA, FL 32502 <b>Situs:</b> 3005 W GONZALEZ ST 32505 <b>Use Code:</b> VACANT RESIDENTIAL <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	<b>2011 Certified Roll Assessment</b> <b>Improvements:</b> \$0 <b>Land:</b> \$5,938 <hr/> <b>Total:</b> \$5,938 <b>Save Our Homes:</b> \$0 <p style="text-align: center;"><a href="#">Disclaimer</a></p> <hr/> <p style="text-align: center;"><a href="#">Amendment 1 Calculations</a></p>
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<b>Sales Data</b>  <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>04/15/2011</td> <td>6712</td> <td>55</td> <td>\$100</td> <td>CT</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>11/15/2010</td> <td>6659</td> <td>1327</td> <td>\$100</td> <td>CT</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>10/23/2007</td> <td>6240</td> <td>971</td> <td>\$4,200</td> <td>TD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>07/1994</td> <td>3618</td> <td>99</td> <td>\$5,000</td> <td>QC</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>10/1982</td> <td>1692</td> <td>451</td> <td>\$15,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>04/1981</td> <td>1554</td> <td>306</td> <td>\$3,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>01/1978</td> <td>1208</td> <td>193</td> <td>\$100</td> <td>QC</td> <td><a href="#">View Instr</a></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)	04/15/2011	6712	55	\$100	CT	<a href="#">View Instr</a>	11/15/2010	6659	1327	\$100	CT	<a href="#">View Instr</a>	10/23/2007	6240	971	\$4,200	TD	<a href="#">View Instr</a>	07/1994	3618	99	\$5,000	QC	<a href="#">View Instr</a>	10/1982	1692	451	\$15,000	WD	<a href="#">View Instr</a>	04/1981	1554	306	\$3,000	WD	<a href="#">View Instr</a>	01/1978	1208	193	\$100	QC	<a href="#">View Instr</a>	<b>2011 Certified Roll Exemptions</b> None  <b>Legal Description</b> N 130 FT OF LT 4 BLK 2 1ST ADDN WELLES BROWNSVILLE PB 1 P 41 OR 6659 P 1327...  <b>Extra Features</b> None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																												
04/15/2011	6712	55	\$100	CT	<a href="#">View Instr</a>																																												
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**Parcel Information**      [Restore Map](#)      [Get Map Image](#)      [Launch Interactive Map](#)

<b>Section Map Id:</b> CA138  <b>Approx. Acreage:</b> 0.1500  <b>Zoned:</b> C-1	
--	--



<b>Buildings</b>
<b>Images</b>

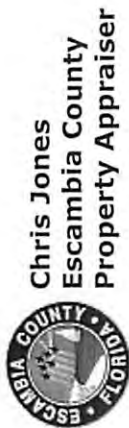


03/10/03

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.

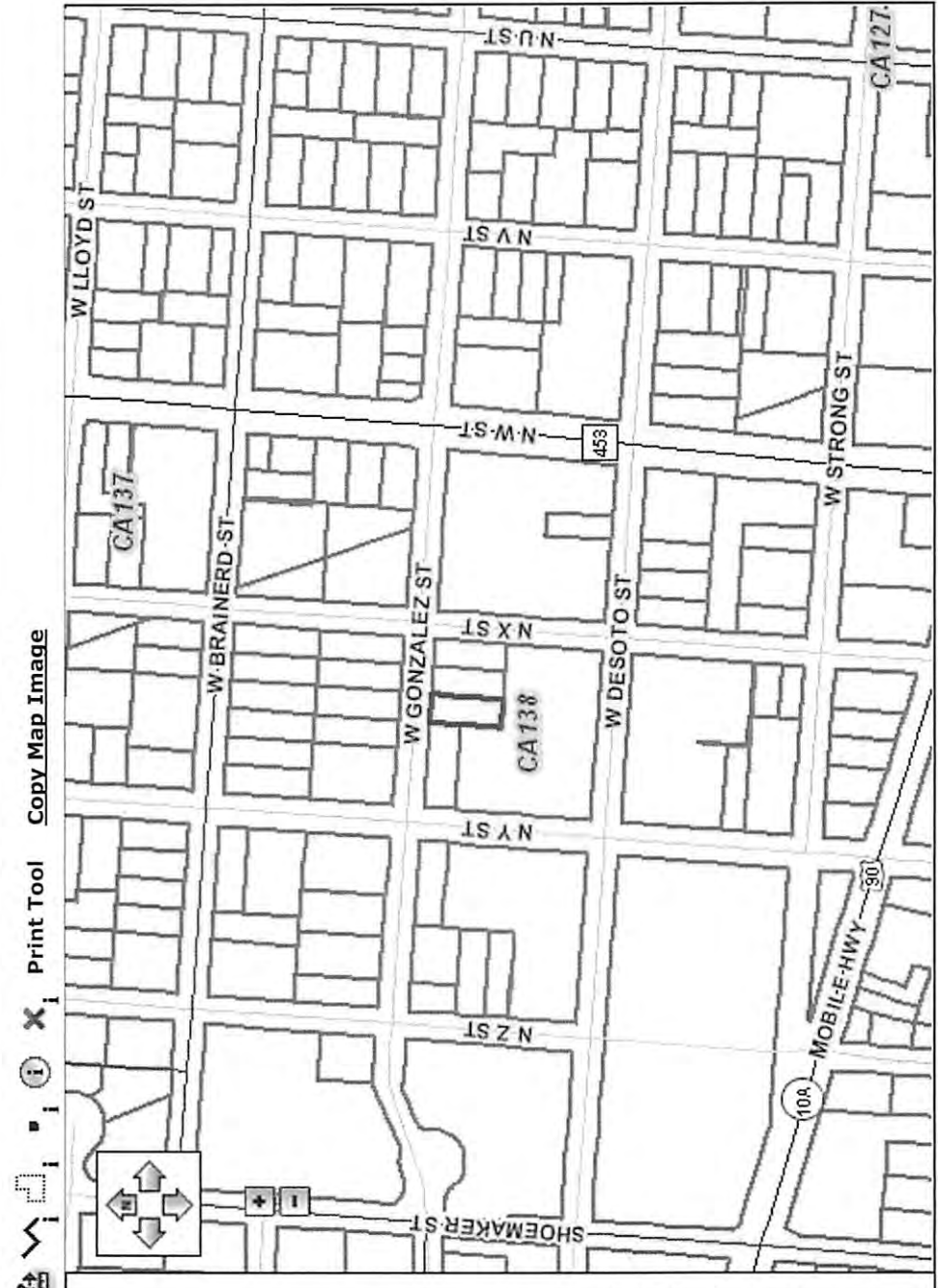
Escambia County Property Appraiser  
**332S301000005002 - Full Legal Description**

N 130 FT OF LT 4 BLK 2 1ST ADDN WELLES BROWNSVILLE PB 1 P 41 OR 6659 P 1327 OR 6712 P 55 CA 138



**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:** 33-25-30-1000-005-002  
**Account:** 06-3398-000  
**Section Map:** CA138  
**Situs:** 3005 W GONZALEZ ST  
**Subdivision:**  
 WELLES BROWNSVILLE 1ST ADDN PB 1 P 41  
**Owner:** ESCAMBIA COUNTY  
**Mailing Address:**  
 221 PALAFOX PL STE 420  
 PENSACOLA, FL 32502  
**Last Sale:** 4/15/2011, \$100  
**Property Use:** VACANT RESIDENTIAL  
**Approx. Acreage:** 0.1500  
**Building Count:** 0  
**Total Heated Area:** 0  
**Zoned:** C-1

**Include radius in selection (5280 ft max)**  
 ft  
 Radius is used only with single parcel selection

**Lookup Options:**  Auto Select  
 Reference Nbr:        

**Ex: 012N334444555666**





**First American**

First American Title Insurance Company  
730 Bayfront Parkway  
Pensacola, FL 32502-6251  
Phn - (850)438-0774  
Fax - (866)757-6563

08/17/2011

File No.: 2101-2500951

Escambia County Code Enforcement  
Escambia County Courthouse  
Pensacola, FL 32502

Re: 3005 West Gonzalez Street  
Pensacola, FL

Code Liens in OR Book 6463, Page 469 and OR Book 6463, Page 498;  
OR Book 6506, Page 354; OR Book 6553, Page 117;  
OR Book 6553, Page 64 and OR Book 6590, Page 385

Gentlemen/Ladies,

Please be advised that this office is handling a real estate transaction for the above captioned property. There are Code Enforcement Liens that are attached to this property through the prior tax deed ownership, Equifunding, Inc. (see attached documentation)

This property was foreclosed by Escambia County and is being sold to Pensacola Habitat for Humanity, Inc.. The closing of the transaction is pending, based on the release of the foregoing liens.

Please accept this letter as a partial release request against 3005 West Gonzalez Street as a result of the liens against Equifunding, Inc. These liens are specifically filed against other properties, but cross-attach to all properties owned by Equifunding, Inc.

Thank you for your assistance and if you should need any additional information

Sincerely,

  
Edith F. Garcia  
Branch Manager

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#08-12-01294  
LOCATION: 105 Brigadier Street  
PR# 502S30-5020-030-003


Equifunding Inc.  
P.O. Box 980  
East Lansing, Michigan 48862

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,  
*Noble Warren Hilley*, 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 following Code of Ordinance(s) has occurred and continues

- 42-196 (a) Nuisance Conditions  
 42-196 (b) Trash and Debris  
 42-196 (c) Inoperable Vehicle(s); Described \_\_\_\_\_  
  
\_\_\_\_\_  
 42-196 (d) Overgrowth

Certified to be a true copy  
the original on file in the records  
Witness my hand and official seal  
ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County, Florida  
By: *[Signature]*  
Date: *5/20/09*



- 30-203 Unsafe Building; Described as  Main Structure  Accessory Building(s)
  - (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)  (k)  (l)  (m)  (n)  (o)
  - (p)  (q)  (r)  (s)  (t)  (u)  (v)  (w)  (x)  (y)  (z)  (aa)  (bb)  (cc)  (dd)
- 94-51 Obstruction of County Right-of-Way (ROW)
- 82-171 Mandatory Residential Waste Collection
- 82-15 Illegal Burning
- 82-5 Littering Prohibited
- LDC Article 6 Commercial in residential and non permitted use
- LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Equid Funding, Inc. shall have until May 31, 2009 to correct the violation and to bring the violation into compliance. Corrective action shall include:

- Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- Immediately cease burning and refrain from future burning
- Remove all refuse and dispose of legally and refrain from future littering
- Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- Obtain necessary permits or cease operations
- Acquire proper permits or remove sign(s)
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100.00 per day, commencing June 1, 2009. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to 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 take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 100.00 are awarded in favor of Escambia County as the prevailing party against Equid Funding, Inc.


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 will certify to the Special Magistrate all costs 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 at the M.C. Blanchard Judicial Building,

190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this 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 12<sup>th</sup> day of May, 2009.

  
G. Thomas Smith  
Special Magistrate  
Office of Environmental Enforcement

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE07-06-0442  
Location: 118 Dogwood Dr  
PR# 342S30-0380-010-038

EQUIFUNDING LVII  
AGENT FOR EQUIFUNDING INC  
PO BOX 980  
EAST LANSING, MI 48826

**AMENDED 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 September 27, 2007; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 30-203 (a), (b), & (d), 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 December 20, 2005..

Itemized	Cost
a. Fines (10/8/07-5/20/09 @ \$250.00 per day)	\$147,500.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	<u>\$ 2,450.00</u>
Total:	\$151,050.00

DONE AND ORDERED at Escambia County, Florida on this 8<sup>th</sup> day of September, 2009.

  
\_\_\_\_\_  
Special Magistrate  
Office of Environmental Enforcement



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

**ESCAMBIA COUNTY, FLORIDA**

**VS.**

**CASE NO: CE#08-10-00175  
LOCATION: 1009 Alexander Drive  
PR# 152S30-1000-011-017**

**Hoover Financial Corp.  
Agent for Equifunding Inc.  
P.O. Box 980  
East Lansing, Michigan 48826**

**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, Not present, 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 following Code of Ordinance(s) has occurred and continues

- 42-196 (a) Nuisance Conditions
- 42-196 (b) Trash and Debris
- 42-196 (c) Inoperable Vehicle(s); Described \_\_\_\_\_

- 
- 42-196 (d) Overgrowth

- 30-203 Unsafe Building; Described as  Main Structure  Accessory Building(s)  
 (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)  (k)  (l)  (m)  (n)  (o)  
 (p)  (q)  (r)  (s)  (t)  (u)  (v)  (w)  (x)  (y)  (z)  (aa)  (bb)  (cc)  (dd)
- 94-51 Obstruction of County Right-of-Way (ROW)
- 82-171 Mandatory Residential Waste Collection
- 82-15 Illegal Burning
- 82-5 Littering Prohibited
- LDC Article 6 Commercial in residential and non permitted use
- LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Hoover Financial Corp. shall have until February 2, 2010 to correct the violation and to bring the violation into compliance. Corrective action shall include:

- Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- Immediately cease burning and refrain from future burning
- Remove all refuse and dispose of legally and refrain from future littering
- Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- Obtain necessary permits or cease operations
- Acquire proper permits or remove sign(s)
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100.00 per day, commencing February 3, 2010. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to 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 take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** 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 awarded in favor of Escambia County as the prevailing party against Hoover Turner.

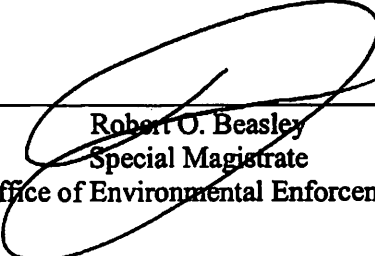
This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute 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 at the M.C. Blanchard Judicial Building,

190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this 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.

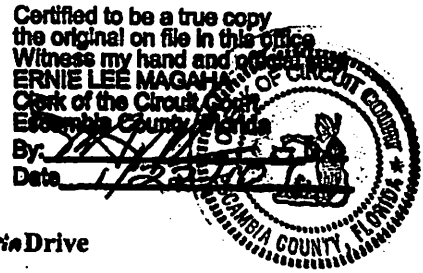
**DONE AND ORDERED** at Escambia County, Florida on the 12<sup>th</sup> day of January, 2009.

  
\_\_\_\_\_  
Robert O. Beasley  
Special Magistrate  
Office of Environmental Enforcement

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

ESCAMBIA COUNTY, FLORIDA

VS.



CASE NO: CE#08-10-00175  
LOCATION: 1009 Alexandria Drive  
PR# 152S30-1000-011-017

Hoover Financial Corp.  
Agent for Equifunding Inc.  
P.O. Box 980  
East Lansing, Michigan 48826

**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,  
Not present, 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 following Code of Ordinance(s) has occurred and continues

- 42-196 (a) Nuisance Conditions
  - 42-196 (b) Trash and Debris
  - 42-196 (c) Inoperable Vehicle(s); Described \_\_\_\_\_
- 
- 42-196 (d) Overgrowth

- 30-203 Unsafe Building; Described as  Main Structure  Accessory Building(s)
  - (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)  (k)  (l)  (m)  (n)  (o)
  - (p)  (q)  (r)  (s)  (t)  (u)  (v)  (w)  (x)  (y)  (z)  (aa)  (bb)  (cc)  (dd)
- 94-51 Obstruction of County Right-of-Way (ROW)
- 82-171 Mandatory Residential Waste Collection
- 82-15 Illegal Burning
- 82-5 Littering Prohibited
- LDC Article 6 Commercial in residential and non permitted use
- LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Hoover Financial Corp. shall have until February 2, 2010 to correct the violation and to bring the violation into compliance. Corrective action shall include:



- Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- Immediately cease burning and refrain from future burning
- Remove all refuse and dispose of legally and refrain from future littering
- Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- Obtain necessary permits or cease operations
- Acquire proper permits or remove sign(s)
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100.00 per day, commencing February 3, 2010. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to 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 take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** 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 awarded in favor of Escambia County as the prevailing party against Hoover Turner.

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 will certify to the Special Magistrate all costs 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 at the M.C. Blanchard Judicial Building,

190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this 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 12<sup>th</sup> day of January, 2009.

  
\_\_\_\_\_  
Robert O. Beasley  
Special Magistrate  
Office of Environmental Enforcement

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 08-12-01294  
Location: 105 Brigadier St.  
PR# 502S305020030003

Equifunding, Inc.  
PO Box 980  
East Lansing, MI 48862

**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 May 12, 2009; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 30-203 and 42-196 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 May 12, 2009.

Itemized	Cost
a. Fines (6/1/09-2/11/10 @ \$100.00 per day)	\$25,500.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	<u>\$ 2,417.00</u>
Total:	\$29,017.00

DONE AND ORDERED at Escambia County, Florida on this 20<sup>th</sup> day of April, 2010.

  
Special Magistrate  
Office of Environmental Enforcement

**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

**1-35. Approval of Various Consent Agenda Items – Continued**

11. Continued...

- C. Approving the sale price of \$6,557.93 for the 806 Colbert Avenue property;
- D. Acknowledging that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
- E. Approving to 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. Authorizing the Chairman to execute the Resolution and all documents related to the sale.

12. Taking 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. Declaring surplus the Board's real property located at 3005 West Gonzalez Street, Account Number 06-3398-000, Reference Number 33-2S-30-1000-005-002;
- B. Adopting the Resolution (R2011-56) authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;
- C. Approving the sale price of \$7,572.61 for the 3005 West Gonzalez Street property;
- D. Acknowledging that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
- E. Approving to 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. Authorizing the Chairman to execute the Resolution and all documents related to the sale.



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

Budget/Finance Consent Item #: 12.

**County Administrator's Report**

Date: 04/07/2011  
Issue: Conveyance of real property to Pensacola Habitat for Humanity Inc.  
From: Amy Lovoy  
Organization: Management and Budget Services  
CAO Approval: *Charles R. Oliver*

---

**RECOMMENDATION:**

Recommendation Concerning Conveyance of Real Property Located at 3005 West Gonzalez Street to Pensacola Habitat for Humanity, Inc., - Amy Lovoy, Management and Budget Services Bureau Chief

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 3005 West Gonzalez Street, Account Number 06-3398-000, Reference Number 33-2S-30-1000-005-002;
- B. Adopt the Resolution authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;
- C. Approve the sale price of \$7,572.61 for the 3005 West Gonzalez 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 October 2010. The Property Appraiser's 2010 Certified Roll Assessment value for the properties is \$5,938. 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

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**Attachments**

3005 West Gonzalez St



Recorded in Public Records 11/18/2010 at 02:46 PM OR Book 6659 Page 1327,  
Instrument #2010075638, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA  
CIVIL ACTION**

CASE NO. 2010 CA 000776

ESCAMBIA COUNTY  
Plaintiff

VS.

EQUIFUNDING INC A MICHIGAN CORPORATION , 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 October 20, 2010, 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 North 130 feet of Lot 4, Block 2, First Addition to WELLES-BROWNSVILLE  
being a portion of Section 33, township 2 South, Range 30 West, Escambia  
County, Florida, according to the plat thereof as recorded in Plat Book 1, Page  
41, of the Public Records of Escambia County.**

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 15 day of November, 2010



Ernie Lee Magaha  
Clerk of the Circuit Court

BY: Cheri L. Smith  
Deputy Clerk

Case: 2010 CA 000776

00086388906

Dkt: CA1173 Pg#:

1 CAR 201-12

ATC 11/18/10

3005 West Gonzalez Street

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 Seven Thousand Five Hundred Seventy Two Dollars and Sixty-One Cents (\$7,572.61), 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: March 18, 2011

3005 West Gonzalez Street

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:

N 130 FT OF LT 4 BLK 2 OR 1692 P 451 OR 3618 PG 99 1<sup>ST</sup> ADDN  
WELLES BROWNSVILLE PB 1 P 41 OR 2125 P 463 CA 138

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on \_\_\_\_\_, Seller approved the sale of the Property to Buyer for the amount of Seven Thousand Five Hundred Seventy Two Dollars and Sixty-One Cents (\$7,572.16); 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 Seven Thousand Five Hundred Seventy Two Dollars and Sixty-One Cents (\$7,572.61) 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

3005 West Gonzalez Street

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

3005 West Gonzalez Street

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

3005 West Gonzalez Street

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



3005 West Gonzalez Street

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:

3005 West Gonzalez Street

TO THE SELLER:

Escambia County  
County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

TO THE BUYER:

Betty H. Salter, President  
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.

3005 West Gonzalez Street

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:

BUYER:  
PENSACOLA HABITAT FOR HUMANITY,  
INC.

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

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

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by Betty H. Salter, as President 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)

4/7/2011 CAR11-12

RESOLUTION R2011-56

2011-000350  
Apr. 07, 2011 Page 18

BCC

**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 Seven Thousand Five Hundred Seventy Two Dollars and Sixty-One Cents (\$7,572.61), 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.

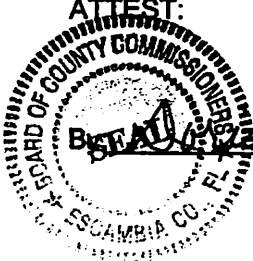
Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 7th day of April, 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: Kevin W. White  
Kevin W. White Chairman  
Date Executed 4/7/11

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court



Harris  
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: Asst. County Attorney  
Date: March 18, 2011

Verified By: H. Macauley

Date: 4/8/11



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

**AI-1340**

**County Administrator's Report Item #: 13. 11.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Rescind action concerning Surplus and Sale of Real Property located at Airport Boulevard and Hedge Road

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Rescinding the Action of October 21, 2010, Relating to the Surplus and Sale of Real Property Located at Airport Boulevard and Hedge Road - 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 Airport Boulevard and Hedge Road due to the successful bidder's withdrawal:

A. Rescind the Board's action of October 21, 2010, taking the following action concerning the surplus and sale of real property located at Airport Boulevard and Hedge Road:

1. Declaring surplus the Board's real property, Account Number 04-0550-110, Reference Number 35-1S-30-7218-001-002;

2. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$16,630, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

3. Authorizing the Chairman to sign all documents related to the sale;

B. Declare the bidder in default, retain the bid deposit, and authorize the property to be re-advertised;

C. Authorize the sale of the property to the auction bidder with the highest offer received at or above the minimum bid of \$20,800, which was the highest bid in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

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

**BACKGROUND:**

Escambia County acquired this property through a Warranty Deed in August 2002. The Property Appraiser's 2011 Certified Roll Assessment value for this property is \$16,630. However, the final sales price was \$20,800. The County has no need for this property.

**BUDGETARY IMPACT:**

Sale of this property will provide revenue for the General Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

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**Attachments**

Rescind Airport-Hedge

[Back](#)

**Source: Escambia County Property Appraiser**

[Restore Full Page Version](#)

<b>General Information</b>		<b>2011 Certified Roll Assessment</b>	
<b>Reference:</b>	351S307218001002	<b>Improvements:</b>	\$0
<b>Account:</b>	040550110	<b>Land:</b>	\$16,630
<b>Owners:</b>	ESCAMBIA COUNTY	<b>Total:</b>	\$16,630
<b>Mail:</b>	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	<b>Save Our Homes:</b>	\$0
<b>Situs:</b>		<a href="#">Disclaimer</a>	
<b>Use Code:</b>	COUNTY OWNED	<a href="#">Amendment 1 Calculations</a>	
<b>Taxing Authority:</b>	COUNTY MSTU		
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

<b>Sales Data</b>		<b>2011 Certified Roll Exemptions</b>	
<b>Sale Date</b>	08/2002	<b>Book Page Value Type</b>	4949 605 \$100 WD
<b>Official Records (New Window)</b>	<a href="#">View Instr</a>	COUNTY OWNED	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		<b>Legal Description</b>	BEG AT SW COR OF SEC 35 N 54 DEG 33 MIN 40 SEC E 4156 04/ 100 FT ALG S LI OF SD SEC 35 T CENTERLI OF SURVEY STATE RD...
		<b>Extra Features</b>	None

**Parcel Information** [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

<p><b>Section Map Id:</b> 35-1S-30-4</p> <p><b>Approx. Acreage:</b> 0.0800</p> <p><b>Zoned:</b> <u>C-1</u></p>	<p>7219</p> <p>7218-1-1</p> <p>7218-1-2</p> <p>HEDGE RD</p>
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<b>Buildings</b>
<b>Images</b>

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  
**351S307218001002 - Full Legal Description**

BEG AT SW COR OF SEC 35 N 54 DEG 33 MIN 40 SEC E 4156 04/ 100 FT ALG S LI OF SD SEC 35 T CENTERLI OF SURVEY STATE RD 8-A (I-110)N 11 DEG 48 MIN 26 W 1012 85/100 FT ALG SD CENTERLI TO PT ON TANG CURVE TO RT CONCAVE ELY NWLY ALG SD CENTERLI OF SURVEY & CURVE HAVING RADIUS 5729 65/100 FT DIST OF 1184 45/100 FT THRU CNETRAL ANG 11 DEG 50 MIN 40 SEC TO INTER WITH CENTERLI OF SURVEY OF AIRPORT BLVD (KILBEE AVE) & END OF CURVE S 88 DEG 59 MIN 27 SEC E 568 06/ 100 FT ALG SD CENTERLI OF SURVEY OF AIRPORT BLVD N 0 DEG 50 MIN 58 SEC W 45 FT TO INTER OF ELY LI OF PROP DESC IN OR 1394 P 511 WITH EXISTING NLY R/W LI OF AIRPORT BLVD N 0 DEG 50 MIN 58 SEC E 38 48/ 100 FT ALG SD ELY PROP LI FOR POB CONT N 0 DEG 50 MIN 58 SEC E 50 03/100 FT ALG SD ELY PROP LI S 87 DEG 5 MIN 17 SEC E 69 94/100 FT TO WLY R/W LI OF HEDGE RD S 0 DEG 39 MIN 8 SEC W 50 04/100 FT N 87 DEG 5 MIN 17 SEC W 70 11/100 FT TO POB OR 4949 P 605



**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

Copy Map Image

Print Tool

**Reference:** 35-1S-30-7218-001-002  
**Account:** 04-0550-110  
**Section Map:** 35-1S-30-4  
**Situs:**  
**Owner:** ESCAMBIA COUNTY  
**Mailing Address:**  
 221 PALAFOX PL STE 420  
 PENSACOLA, FL 32502  
**Last Sale:** 8/2002, \$100  
**Property Use:** COUNTY OWNED  
**Approx. Acreage:** 0.0800  
**Building Count:** 0  
**Total Heated Area:** 0  
**Zoned:** C-1

Include radius in selection (5280 ft max)

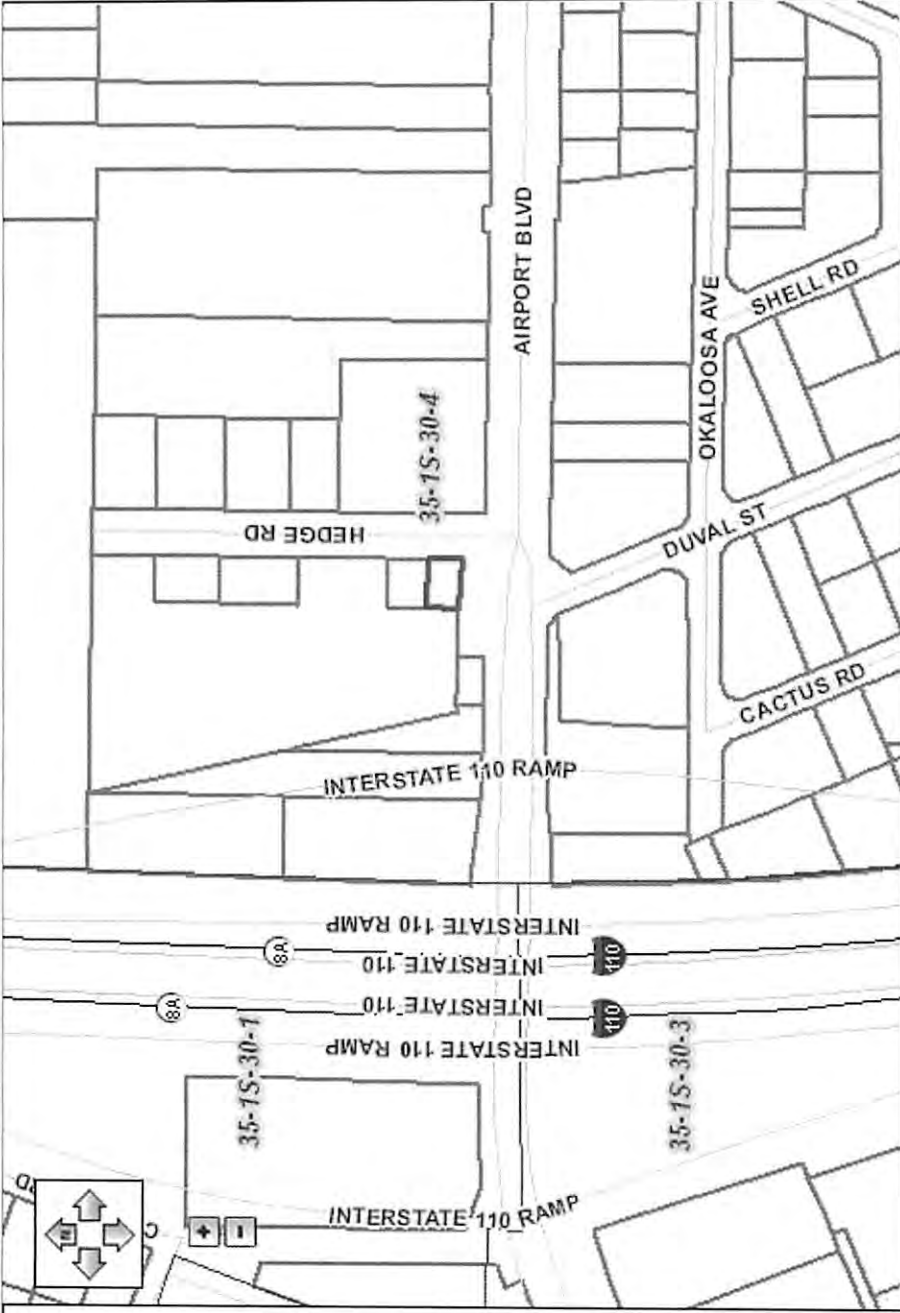
ft  
 Radius is used only with single parcel selection

**Lookup Options:**

Reference Nbr

Auto Select  
 Lookup Results

Ex: 012N33444455666



**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

**2-40. Approval of Various Consent Agenda Items – Continued**

- 11.** Taking the following action concerning the surplus and sale of real property located at Airport Boulevard and Hedge Road:
  - A.** Declaring surplus the Board's real property, Account Number 04-0550-110, Reference Number 35-1S-30-7218-001-002;
  - B.** Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$16,630, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
  - C.** Authorizing the Chairman to sign all documents related to the sale.
- 12.** Adopting the Resolution (*R2010-194*) approving Supplemental Budget Amendment Number 6, Tourist Development Fund (108), in the amount of \$45,064, to recognize an additional allocation from the Board of County Commissioners to the Arts, Culture & Entertainment Organization and to appropriate these funds for tourism-related activities in Escambia County.
- 13.** Adopting the Resolution (*R2010-195*) approving Supplemental Budget Amendment Number 14, MSBU Program Fund (177), in the amount of \$63,805, to recognize Innerarity Island MSBU (Municipal Services Benefit Unit) road improvement assessment revenues being collected for the first time and to appropriate these funds for debt service on a loan from Local Option Sales Tax III Fund (352).
- 14.** Adopting the Resolution (*R2010-196*) approving Supplemental Budget Amendment Number 343, Other Grants and Projects Fund (110), in the amount of \$31,000, (*to recognize funds*) from the Florida Department of Law Enforcement and to appropriate these funds to the Sheriff's Department for implementation of the Florida Domestic Security Strategic Plan in Escambia County.
- 15.** See Page 49.



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

**ORGANIZATION:** Management & Budget Services Bureau  
**FROM:** Amy Lovoy, Bureau Chief *AL*  
**DATE:** October 5, 2010  
**ISSUE:** Surplus and Sale of Real Property located at Airport Boulevard and Hedge Road

**RECOMMENDATION:**

That the Board take the following action concerning the Surplus and Sale of real property located at Airport Boulevard and Hedge Road:

- A. Declare surplus the Board's real property Account Number 04-0550-110, Reference Number 35-1S-30-7218-001-002;
- B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$16,630, in accordance with section 46.134 of the 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 a Warranty Deed in August 2002. The current assessed value is \$16,630. The County has no need for this property.

**BUDGETARY IMPACT:**

Sale of this property will provide revenue for the General Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will handle the closing. The purchaser will pay all closing costs.

**PERSONNEL:**

**POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:**

**IMPLEMENTATION REQUIREMENTS:**

**COORDINATION WITH OTHER AGENCIES/PERSONS:**

CONCUR:

*Larry M. Newsom*  
Larry M. Newsom, Interim County Administrator

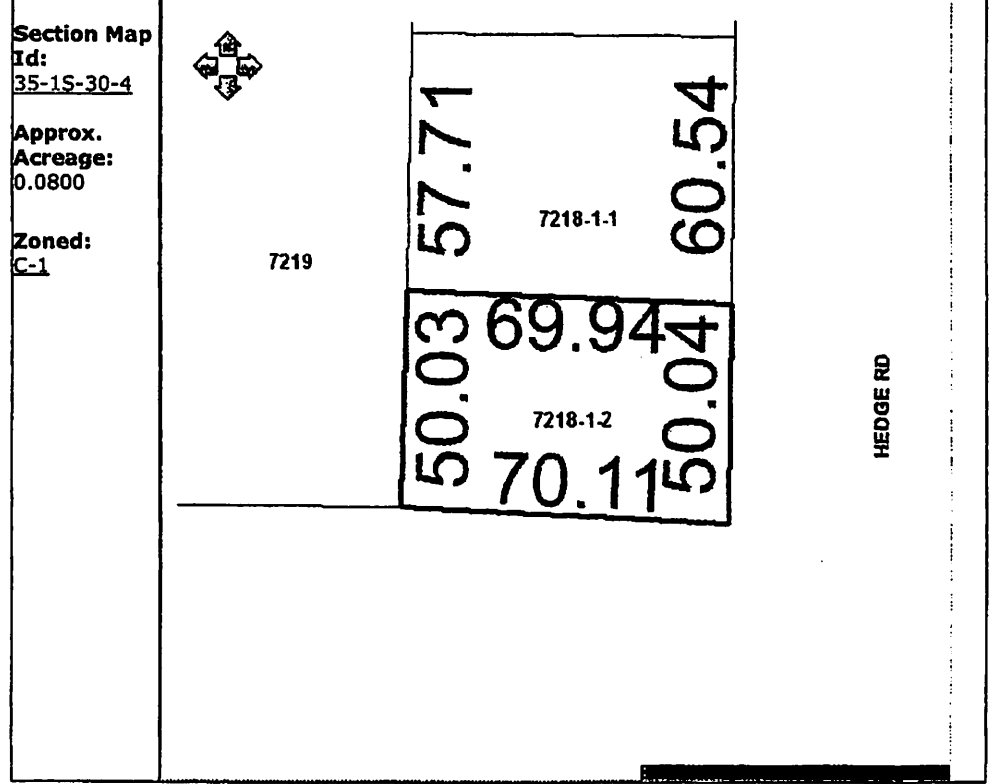
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<b>General Information</b>		<b>2010 Certified Roll Assessment</b>	
<b>Reference:</b>	351S307218001002	<b>Improvements:</b>	\$0
<b>Account:</b>	040550110	<b>Land:</b>	\$16,630
<b>Owners:</b>	ESCAMBIA COUNTY	<b>Total:</b>	\$16,630
<b>Mail:</b>	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	<b>Save Our Homes:</b>	\$0
<b>Situs:</b>		<a href="#">Disclaimer</a>	
<b>Use Code:</b>	COUNTY OWNED	<b>Amendment 1 Calculations</b>	
<b>Taxing Authority:</b>	COUNTY MSTU		
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			
<b>Sales Data</b>		<b>2010 Certified Roll Exemptions</b>	
<b>Sale Date Book Page Value Type</b>	<b>Official Records (New Window)</b>	COUNTY OWNED	
08/2002 4949 605 \$100 WD	<a href="#">View Instr</a>		
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		<b>Legal Description</b>	
		BEG AT SW COR OF SEC 35 N 54 DEG 33 MIN 40 SEC E 4156 04/ 100 FT ALG S LI OF SD SEC 35 T CENTERLI OF SURVEY STATE RD...	
		<b>Extra Features</b>	
		None	

**Parcel Information** [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)



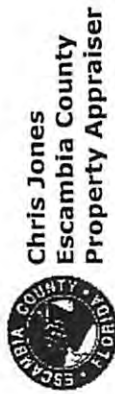
<b>Buildings</b>
<b>Images</b>
None

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  
351S307218001002 - Full Legal Description

BEG AT SW COR OF SEC 35 N 54 DEG 33 MIN 40 SEC E 4156 04/ 100 FT ALG S LI OF SD SEC 35 T  
CENTERLI OF SURVEY STATE RD 8-A (I-110)N 11 DEG 48 MIN 26 W 1012 85/100 FT ALG SD CENTERLI  
TO PT ON TANG CURVE TO RT CONCAVE ELY NWLY ALG SD CENTERLI OF SURVEY & CURVE  
HAVING RADIUS 5729 65/100 FT DIST OF 1184 45/100 FT THRU CNETRAL ANG 11 DEG 50 MIN 40 SEC  
TO INTER WITH CENTERLI OF SURVEY OF AIRPORT BLVD (KILBEE AVE) & END OF CURVE S 88 DEG  
59 MIN 27 SEC E 568 06/ 100 FT ALG SD CENTERLI OF SURVEY OF AIRPORT BLVD N 0 DEG 50 MIN 58  
SEC W 45 FT TO INTER OF ELY LI OF PROP DESC IN OR 1394 P 511 WITH EXISTING NLY R/W LI OF  
AIRPORT BLVD N 0 DEG 50 MIN 58 SEC E 38 48/ 100 FT ALG SD ELY PROP LI FOR POB CONT N 0 DEG  
50 MIN 58 SEC E 50 03/100 FT ALG SD ELY PROP LI S 87 DEG 5 MIN 17 SEC E 69 94/100 FT TO WLY R/W  
LI OF HEDGE RD S 0 DEG 39 MIN 8 SEC W 50 04/100 FT N 87 DEG 5 MIN 17 SEC W 70 11/100 FT TO POB  
OR 4949 P 605



**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:** 35-1S-30-7218-001-002  
**Account:** 04-0550-110  
**Section Map:** 35-1S-30-4  
**Situs:**  
**Owner:** ESCAMBIA COUNTY  
**Mailing Address:**  
 221 PALAFOX PL STE 420  
 PENSACOLA, FL 32502  
**Last Sale:** 8/2002, \$100  
**Property Use:** COUNTY OWNED  
**Approx. Acreage:** 0.0800  
**Building Count:** 0  
**Total Heated Area:** 0  
**Zoned:** C-1

Include radius in selection (5280 ft max)  
 ft  
 Radius is used only with single parcel selection

**Lookup Options:**  Auto Select  
 Lookup Results

**Reference Nbr**

**EX: 012N334444555666**

This instrument prepared by,  
or under the direction of,  
Bob Deal  
Department of Transportation  
P. O. Box 607  
Chipley, FL 32428

Legal description approved by:  
Abby Schaefer

Parcel 1111.1  
Item/Segment No. 2224691  
Managing District 3  
S.R. No. 8-A (I-110)  
County Escambia

**WARRANTY DEED**

THIS WARRANTY DEED Made the 2 day of August, 2002 by MARGUERITE C. ROBISON, grantor, to ESCAMBIA COUNTY, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

A parcel of land being in the Francisco Vidall Grant, Section 35, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument (no I.D.) marking the southwest corner of said Section 35; thence North 54°33'40" East 4,156.04 feet along the south line of said Section 35 to the centerline of survey of State Road 8-A (I-110), as shown on F.D.O.T. Right of Way Map 48270-2400 (F.P. #2224691) (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 11°48'26" West 1,012.85 feet along said centerline of survey to a point on a tangent curve to the right (concave easterly); thence northwesterly along said centerline of survey and curve, having a radius of 5,729.65 feet, for a distance of 1,184.45 feet, through a central angle of 11°50'40" to an intersection with the centerline of survey of Airport Boulevard (Kilbee Avenue), as shown on said Right of Way Map, and end of curve; thence South 88°59'27" East 568.06 feet along said centerline of survey of Airport Boulevard; thence departing said centerline of survey, run North 00°50'58" West 45.00 feet to an intersection of the easterly line of that certain property as described in Official Records Book 1394, Page 511, of the Public Records of Escambia County, Florida, with the existing northerly right of way line of Airport Boulevard, as shown on said Right of Way Map; thence departing said right of way line, continue North 00°50'58" East 38.48 feet along said easterly property line to POINT OF BEGINNING; thence continue North 00°50'58" East 50.03 feet along said easterly property line; thence departing said property line, run South 87°05'17" East 69.94 feet to the existing westerly right of way line of Hedge Road, as shown on said Right of Way Map; thence South 00°39'08" West 50.04 feet along said right of way line; thence departing said right of way line, run North 87°05'17" West 70.11 feet to POINT OF BEGINNING;

Containing 3,501 square feet, more or less.

of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  
(Two witnesses required by Florida Law)

MARGUERITE C. ROBISON  
Marguerite C. Robison  
Print Name:

Marguerite C. Robison  
Marguerite C. Robison

[Signature]  
Print Name: Scott J. Hodges

Address of grantor:  
6506 WHITE OAKS DRIVE  
PENSACOLA, FL 32503

STATE OF FLORIDA

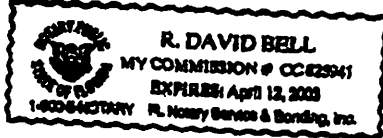
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day 02 AUG 2002, by MARGUERITE C. ROBISON, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]

(Type/print or stamp name under signature)  
Title or rank (Serial No., if any) \_\_\_\_\_

Affix Seal



RCD Aug 05, 2002 09:43 am  
Escambia County, Florida

ERNIE LEE MABAH  
Clerk of the Circuit Court  
INSTRUMENT 2002-992131



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

**AI-1343**

**County Administrator's Report Item #: 13. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** PD 10-11.051 Real Estate Brokerage Services

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Award of Contract PD 10-11.051 for Real Estate Brokerage Services - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 10-11.051, for Real Estate Brokerage Services, to Scoggins III, Inc., for per the terms of the Brokerage Services Agreement and authorize the Chairman to sign all related documents.

[Funding: This Contract will be used on an as-needed basis. When properties are sold, their commission will be remitted at closing]

**BACKGROUND:**

The request for proposal PD 10-11.051 for Real Estate Brokerage Services was advertised in the Pensacola News Journal on May 16, 2011 and 1 proposal was received on June 14, 2011.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney prepared the agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

## Agreement

**AGREEMENT FOR REAL ESTATE BROKERAGE SERVICES PD 10-11.051**

This is an Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 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 Scoggins III, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), with a Federal Employer Identification Number of 59-1784543 and whose principal address is 21 South Tarragona Street, Suite 103, Pensacola, Florida 32502.

**WITNESSETH:**

**WHEREAS**, Contractor is a firm with expertise in the area of professional real estate brokerage services; and

**WHEREAS**, the County is in need of a Contractor to provide such services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence upon the date last executed by the parties and continue for a term of one (1) year. This Agreement may be renewed for two (2) successive 12 month periods upon mutual consent of the parties. In no event shall the agreement extend beyond three (3) years in duration after exercising all options for renewal.
3. Scope of Services. Contractor agrees to provide real estate brokerage services including, but not limited to, the scope of services outlined in Escambia County's RFP Specification PD 10-11.051, attached hereto as Composite Exhibit "A," and as provided in the Contractor's Proposal, dated June 14, 2011, attached hereto as Exhibit "B". In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the fee schedule provided on Page 38 of the Contractor's Proposal, attached hereto as Exhibit "B". In the event of a conflict between the terms of the Exhibit and this Agreement, the terms of this Agreement shall prevail.

5. Work Orders. The County shall assign tasks to the Contractor in writing utilizing work orders. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order.

6. Method of Payment.

In the event Contractor facilitates the purchase or sale of real property on behalf of County, Contractor shall receive compensation from County in the form of a commission equal to a fixed percentage of the gross sales price of the property payable upon closing of title.

For the purchase of real property, Contractor shall be compensated in the amount of 4.75% of the purchase price.

For the sale of real property, Contractor shall be compensated in the amount of 6.5% to be divided with any cooperating Broker at a rate of 4% to Contractor and 2.5% to Broker. In the absence of a cooperating Broker, Contractor shall be compensated in the amount of 4.75% of the purchase price.

For any work billed in a manner other than commission, Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. A brief summary of the associated work performed shall also be provided on each invoice. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. The County reserves the right, with justification, to partially pay any invoice submitted by Contractor.

7. Termination.

This Agreement may be terminated by either party for cause, or by the County for convenience, upon providing thirty (30) days written notice to the other party. In the event of such termination, the County shall be liable for the payment of any services properly performed prior to the effective date of termination.

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.

In no event shall 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 by County, the Contractor shall indemnify the County against any loss related to the termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals'



fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the 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 anyone for whom the Contractor is legally liable. 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 limitation 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 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 relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. 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 or Malpractice or Errors or Omissions with minimum limits of \$1,000,000 per occurrence.
  - (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 Contractor 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) Contractor 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.

10. **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: Scoggins, III, Inc.  
Attention: James A. Scoggins  
P.O. Box 901  
Pensacola, Florida 32591

To: County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
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.

11. **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.

12. **Public Records.** 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. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor 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.

14. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. **Miscellaneous.** If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. 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.

16. 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 \_\_\_ day of \_\_\_\_\_, 2011, and Scoggins III, Inc., signing by and through its President, duly authorized to execute same.

This document approved as to form and legal sufficiency.

By: *Kristin Huel*  
Title: *ACA*  
Date: *7/27/11*

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

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

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

**Date:** \_\_\_\_\_

By: \_\_\_\_\_

**BCC Approved:** \_\_\_\_\_

(SEAL)

**CONTRACTOR:**  
**SCOGGINS, III, INC.**

By: James A. Scoggins, President

**ATTEST:**  
By: \_\_\_\_\_  
Corporate Secretary

(SEAL)



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

**AI-1360**

**County Administrator's Report Item #: 13. 13.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Termination of Contract PD 06-07.096

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Termination of Contract PD 06-07.096 - Amy Lovoy,  
Management and Budget Department Director

That the Board terminate for convenience the Contract PD 06-07.096, with First Florida Insurers of Tampa for Insurance Brokerage Services for Escambia County, Florida, effective September 19, 2011. The Agreement PD 06-07.096 with First Florida Insurance Brokers of Tampa is set to expire on December 31, 2011. The Agreement is being replaced with Contract PD 10-11.064.

**BACKGROUND:**

First Florida Insurers of Tampa was notified on August 19, 2011 of the intent to terminate this agreement effective September 19, 2011. The agreement PD 06-07.096 with First Florida Insurance Brokers of Tampa is set to expire on December 31, 2011. The agreement is being replaced with contract PD 10-11.064.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's office is in agreement with this recommendation.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the terms of the agreement between Escambia County, Florida and First Florida Insurers of Tampa.

**IMPLEMENTATION/COORDINATION:**

N/A

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

**AI-1361**

**County Administrator's Report Item #: 13. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Contract PD 10-11.064 Insurance Agent for Property, Boiler and Machinery, Crime, Workers Compensation, Statutory Death Benefits

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Contract PD 10-11.064, Insurance Agent for Property, Boiler and Machinery, Crime, Workers Compensation and Statutory Death Benefits - Amy Lovoy, Management and Budget Department Director

That the Board approve Contract PD 10-11.064, Property, Boiler and Machinery, Crime, Workers Compensation and Statutory Death Benefits Insurance Agent, to Whitman and Whitman, Inc., for the term of 36 months with options for two 12-month extensions, for a total annual compensation not to exceed \$80,000.

[Funding: Fund 501, Internal Service Fund, Cost Center 140834, Object Code 54501]

**BACKGROUND:**

The request for qualifications PD 10-11.064 for Insurance Agent for Escambia County, Florida for Property, Boiler and Machinery, Crime, Statutory Death Benefits was advertised in the Pensacola News Journal on July 5, 2011. Cost proposals were received on August 30, 2011 from three qualified firms.

**BUDGETARY IMPACT:**

Funding: Fund 501 Internal Service Fund, Cost Center 140834, Object Code 54501

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney will prepare the agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Risk Management will administer the contract.

---



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

**AI-1373**

**County Administrator's Report Item #: 13. 15.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Audio Visual Equipment Upgrade for Public Service PD 10-11.073

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Audio Visual Equipment Upgrade for the Public Safety Building, PD 10-11.073 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Pro Sound, Inc., in the base bid amount of \$69,741.60, plus add option #1, in the amount of \$6,832.56, add option #2, in the amount of \$8,798.14, and add option #3, in the amount of \$3,038.97, for a total Contract award of \$88,411.27, for the Audio Visual Equipment Upgrade, PD 10-11.073, at the Public Safety Building.

[Funding: Fund 352, LOST III, Cost Center 330435, Object Code 56401, Project #10PS0058]

**BACKGROUND:**

The Office of Purchasing advertised the solicitation in the Pensacola News Journal on August 8th, 2011 and received two bids and one no bid.

**BUDGETARY IMPACT:**

[Funding: Fund 352, Lost III, Cost Center 330435, Object Code 56401, Project # 10PS0058]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Office of Purchasing will use the attorney's standard form of contract.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The recommendation is consistent with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Section 46-44, Applications; Exemption; and Section 46-64 Board Approval.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Contract.

---

**Attachments**



Bid Tab

**PUBLIC NOTICE OF RECOMMENDED AWARD**

<b>BID TABULATION</b>		<b>DESCRIPTION: AUDIO-VISUAL EQUIPMENT UPGRADE</b>																			
		<b>ITB# 10-11.073</b>																			
<b>Bid Opening Time: 3:00 p.m., CDT</b> <b>Bid Opening Date: 8/25/11</b> <b>Pre-Bid: 10:00 a.m., CST 9/16/11</b> <b>Opening Location: Rm 11.407</b>	<b>Cover Sheet/Acknowl.</b>	<b>Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes</b>	<b>Drug-Free Workplace Form</b>	<b>Information Sheet for Transactions &amp; Conveyances Corporation ID</b>	<b>Certificate of authority to do Business in the State of Florida</b>	<b>Acknowl. of Addendums</b>	<b>Base Equipment Bid</b>	<b>Add Option #1 Training Room 523 Projector</b>	<b>Add Option #2 EOC Smart Boards</b>	<b>Add Option #3 EOC Annotation panel</b>	<b>Total Bid</b>										
<b>NAME OF BIDDER</b>																					
Maritime Mobile Communication /DBA Digital Video Systems 3270 Executive Way Maramar, FL 33025											<b>No Bid</b>										
Xerox Audio Visual Solutions 25309 Friendship Road Daphne, AL 36526	X	X	X	X	X	X	X	\$79,275.04	\$6,358.45	\$26,017.52	\$5,095.00	\$116,746.01									
Pro Sound Inc. 1375 N.E. 123 Street Miami, FL 33161	X	X	X	X	X	X	X	\$69,741.60	\$6,832.56	\$8,798.14	\$3,038.97	\$88,411.27									
<b>Bids Opened by:</b>	<b>Joe Pillitary, CPPB, CPPO, Purchasing Coordinator</b>										<b>Date: August 30, 2011</b>										
<b>Bids Tabulated by:</b>	<b>Cynthia Smith, Senior Support Office Assistant</b>										<b>Date: August 30, 2011</b>										

**CAR DATE 9/15/2011**

**BCC DATE 9/15/2011**

The Public Safety Bureau/ Emergency Management Services recommends to the BCC to award a unit Price, Indefinite Quantity, Indefinite Delivery Contract for PD 10-11-07: "Audio-Visual Equipment Upgrade" to: Pro Sound Inc., for a Total amount of \$88,411.27 which includes Options 1, 2 & 3. 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: 4:00 p.m., CDT, Tuesday, August 30, 2011

*JFP*  
JFP/ crs



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

**AI-1384**

**County Administrator's Report Item #: 13. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** FY 11/12 Agreement with the Agency for Health Care Administration for the Low Income Pool Programs

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Agreement with the Agency for Health Care Administration (AHCA) on Behalf of the Escambia Community Clinics - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Agency for Health Care Administration:

A. Approve the Letter of Agreement between the State of Florida's Agency for Health Care Administration (AHCA) and Escambia County, in the amount of \$113,771, allowing the County to participate in the Low Income Pool, which will provide matching dollars for Escambia Community Clinics.

B. Decrease the Fiscal Year 2011/2012 allocation to the Escambia Community Clinics by \$113,771 and increase the allocation to AHCA by \$113,771.

**BACKGROUND:**

Approval of this letter of agreement will allow the County and the Escambia Community Clinics to participate in AHCA's Low Income Pool. This program provides matching funds to qualifying low-income clinics such as the Escambia Community Clinics. The County will send to AHCA \$113,771, and AHCA will return to Escambia Community Clinics a total of about \$257,271.

**BUDGETARY IMPACT:**

No additional funds are required. Escambia Community Clinics has an allocation of \$431,880 in FY 11/12. A total of \$113,771 of this allocation will be redirected to AHCA. AHCA will then send Escambia Community Clinics \$257,271.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

AHCA LIP Agreement 2012

## **Letter of Agreement**

THIS LETTER OF AGREEMENT made and entered into in duplicate on the \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between Escambia County (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per Senate Bill 2000, the General Appropriations Act of State Fiscal Year 2011-2012, passed by the 2011 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of \$113,771.
  - a. The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large.
  - b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:
    - i. The Disproportionate Share Hospital (DSH) program.
    - ii. The removal of inpatient and outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.
    - iii. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent.
    - iv. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
    - v. Increase the annual cap on outpatient services for adults from \$500 to \$1,500.
    - vi. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.
    - vii. Medicaid LIP payments to hospitals in the approved appropriations categories.
    - viii. Medicaid LIP payments to Federally Qualified Health Centers.
    - ix. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.
    - x. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.
2. The County will pay the State an amount not to exceed the grand total amount of \$113,771. The County will transfer payments to the State in the following manner:

- a. The first quarterly payment of \$28,445 for the months of July, August, and September is due upon notification by the Agency.
  - b. Each successive payment of \$28,442 is due as follows, November 30, 2011, March 31, 2012 and June 15, 2012.
  - c. The State will bill the County each quarter payments are due.
3. Timelines: This agreement must be signed and submitted to the Agency no later than September 15, 2011, to be effective for SFY 2011- 2012.
4. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2011-2012.
5. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.
6. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.
7. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
8. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.

This Letter of Agreement covers the period of July 1, 2011 through June 30, 2012.

**WITNESSETH:**

**IN WITNESS WHEREOF** the parties have duly executed this Letter of Agreement on the day and year above first written.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

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

BCC APPROVED: \_\_\_\_\_

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

**STATE OF FLORIDA**

\_\_\_\_\_  
Phil E. Williams  
Assistant Deputy Secretary for Medicaid Finance,  
Agency for Health Care Administration

This document approved as to form and legal sufficiency.

By: [Signature]

Title: HCA

Date: 8/30/11

<b>Local Government Intergovernmental Transfers</b>	
<b>Program / Amount</b>	<b>State Fiscal Year 2011-2012</b>
DSH	
LIP, Exemptions & SWI	113771
Nursing Home SMP	
<b>Total Funding</b>	<b>\$113,771</b>





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

**AI-1382**

**County Administrator's Report Item #: 13. 17.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Workers' Compensation Insurance Renewal

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Workers' Compensation Insurance Renewal - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the continued participation with the Florida Municipal Insurance Trust for the renewal of the fully insured workers' compensation insurance for Escambia County, effective October 1, 2011, in the amount of \$1,155,007.

[Funding Source: Fund 501 (Internal Service), Cost Center 140834, Object Code 54501.]

**BACKGROUND:**

The fully insured program with no deductible will continue to save the cost of maintaining a self insured retention funding level for claims that occurred after June 9, 2008, the inception of this program. Last year the premium was \$1,247,459. This is a savings of \$92,452.

**BUDGETARY IMPACT:**

Funds are budgeted in Fund 501 (Internal Service), Cost Center 140834, Object Code 54501.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

Risk Management will be the Contract Administrator.

**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, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board of County Commissioners, a purchase order will be issued to provide payment for services rendered from the contract.

---

## **Attachments**

WC Insurance Renewal

**ESCAMBIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
WORKERS' COMPENSATION GUARANTEED COST  
RENEWAL PROPOSAL**

Term: October 1, 2011 to October 1, 2012

**WORKERS' COMPENSATION  
GUARANTEED COST  
PROPOSAL**

	Expiring FY11	Renewal FY12
CARRIER	Florida Municipal Insurance Trust [FMIT]	Florida Municipal Insurance Trust [FMIT]
POLICY PERIOD	October 1, 2010 – October 1, 2011	October 1, 2011 – October 1, 2012
A.M. BEST RATING	N/A – Insurance Trust	N/A – Insurance Trust
LIMITS	<ul style="list-style-type: none"> <li>• Statutory Workers' Compensation</li> </ul> <hr style="border-top: 1px dashed black;"/> <ul style="list-style-type: none"> <li>• \$1,000,000 Employers' Liability – Each Accident</li> <li>• \$1,000,000 Employers' Liability – Agreement Limit</li> <li>• \$1,000,000 Employers' Liability – Each Employee</li> </ul>	<ul style="list-style-type: none"> <li>✓</li> <li>✓</li> <li>✓</li> <li>✓</li> </ul>
DEDUCTIBLE	<ul style="list-style-type: none"> <li>• Guaranteed Cost - \$0</li> </ul>	✓
EXPERIENCE MOD	<ul style="list-style-type: none"> <li>• 1.20</li> </ul>	1.11
TERMS & CONDITIONS [NOT ALL INCLUSIVE]	<ul style="list-style-type: none"> <li>• Auditable at expiration</li> <li>• 45 Days Cancellation; except 10 days non-payment of premium</li> </ul>	<ul style="list-style-type: none"> <li>✓</li> <li>✓</li> </ul>
FORMS/ENDORSEMENTS [NOT ALL INCLUSIVE]	<ul style="list-style-type: none"> <li>• FMIT Coverage Agreement Declarations [FMIT WC DEC 1009]</li> <li>• FMIT Trust Agreement [FMIT TRAG 1008]</li> <li>• FMIT Coverage Agreement [FMIT WC EL 1008]</li> <li>• Extension of Information/Classifications Codes [WC 00 00 01A 1002]</li> <li>• FL Terrorism Risk Insurance Program Reauthorization Act Endorsement [WC 09 04 03 A]</li> <li>• Voluntary Compensation and Employers' Liability Coverage Endorsement [WC00 03 11 A]</li> </ul>	<ul style="list-style-type: none"> <li>✓</li> <li>✓</li> <li>✓</li> <li>✓</li> <li>✓</li> <li>✓</li> </ul>
PREMIUM	\$1,247,459	\$1,155,007
	<i>difference</i>	(\$92,452) (7.41%)



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

**AI-1337** County Administrator's Report Item #: 13. 18.  
**BCC Regular Meeting** Technical/Public Service Consent  
**Meeting Date:** 09/15/2011  
**Issue:** Approval to Issue FY 11 -12 Purchase Orders in Excess of \$50,000.00  
**From:** David Musselwhite, IT Director  
**Organization:** Information Technology  
**CAO Approval:**

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Request for Approval to Issue Fiscal Year 2011-2012 Purchase Orders in Excess of \$50,000 - David Musselwhite, Information Technology Department Director

That the Board for the Fiscal Year 2011-2012, approve the issuance of blanket and or individual Purchase Orders based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided for Information Technology:

	<b>Vendor/Contractor</b>	<b>Amount</b>	<b>Contract Number</b>
A.	Temporary Personnel Solutions Vendor Number: 101274 Temporary Labor Services Fund: 001 Cost Center: 140101	\$150,000	PD 06-07.017
B.	AT & T Vendor Number: 022687 County Metro Ethernet Network / Managed Network VPN Service Fund: 001 Cost Center: 140101	\$275,000	BCC Approved 06/01/06, 03/26/07
C.	Dell Marketing LP Vendor Number: 040517 Hardware Purchases Fund: 001 Cost Center: 140101	\$150,000	250-000-03-1
D.	IBM Corporation Vendor Number: 090097 Hardware Support & Maintenance, Software Licensing Agreement Fund: 001 Cost Center: 140101	\$60,000	A52KDD

E.	Environmental Systems Research Institute Vendor Number: 051291 Geographical Information Systems Software Support and Maintenance Fund: 001 Cost Center: 140101	\$65,000	
F.	Kronos Incorporated Vendor Number: 111135 Hardware, Maintenance and Software Support Fund: 001 Cost Center: 140101	\$70,000	252-023-00-0

**BACKGROUND:**

The issuance of these purchase orders during the first week of October 2011 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

**BUDGETARY IMPACT:**

Funds are available in the Budget under General Fund (001), Cost Center 140101, Information Technology

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A



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

AI-1398

County Administrator's Report Item #: 13. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/15/2011

Issue: Purchase Order for Storage Area Network Equipment Addition

From: David Musselwhite, IT Director

Organization: Information Technology

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Purchase of Storage Area Network Equipment - David Musselwhite, Information Technology Department Director

That the Board authorize the purchase of EMC Corporation storage area network equipment, in the amount of \$205,738.12 (Quote 34929-2), from WaveNet Technologies, a TIG Company, by piggybacking off the Florida State 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.

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

**BACKGROUND:**

The Information Technology department is upgrading and expanding the existing storage area networks (SANS) of the two county datacenters, located in the Escambia County Governmental Complex and at the Public Safety Building. Information Technology currently maintains two separate SANS at both locations. This upgrade will expand the total storage capacity by forty six terabytes, or 47,104 gigabytes. It will assist in meeting current and future storage needs.

**BUDGETARY IMPACT:**

Funds are available in the General Fund 001, Cost Center 140101 Information Technology.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Information Technology department will be responsible for the implementation.

---

## **Attachments**

Quote 34929-2



Technology Integration Group

Minority/Small Business, Cage Code: 0JRG8 DUNS#: 10-626-7958 Federal Tax ID #: 95-382559

**Ordering / Mailing Address:**

Technology Integration Group

**Remit Payment To:**

Technology Integration Group  
P.O. Box 85244  
San Diego, CA 92186-5244

**Quote No:**

34929 - 2  
09/01/2011

**Expires:**

09/27/2011

Please Include Ref No. on check or P.O.

**Bill To:**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
223 PALAFOX PLACE  
PENSACOLA, FL 32501

**Ship To:**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
223 PALAFOX PLACE  
PENSACOLA, FL 32501

**Account Manager**

NIGEL LOS X104 NIGEL.LOS@TIG.COM  
EMC Florida State Contract Number: 250-000-09-1

**Prepared By**

KAREN BARE X4237 KAREN.BARE@TIG.COM

Line	Qty	Part#	Description	Price	Total Price
1	1	PS-BAS-PMBLK	COMMERICAL PMGMT 4HR QS	1,810.82	1,810.82
2	2	PS-BAS-SABLK	COMMERCIAL SA 4HR QS	1,810.82	3,621.64
3	1	VNX53D156015M	VNX5300 DPE, 15X3.5 DRIVES - 8X600G, 15K	12,964.33	12,964.33
4	3	V31-DAE-N-15	3U DAE WITH 15X3.5 INCH DRIVE SLOTS	1,461.63	4,384.89
5	1	VNX5300CS2M	VNX5300 CONTROL STATION - 2ND CS - MINI RACK	809.73	809.73
6	1	VNX5300CSM	VNX5300 CONTROL STATION -MINIRACK	0.00	0.00
7	2	VDMM1GCUAS	1GBE DM MODULE 4 PORT FOR VNX5300	619.46	1,238.92
8	1	VNX5300DMEM	VNX 5300 DME: 1 DATA MOVER+FC SLIC-MINI RACK	0.00	0.00
9	1	VNX5300DMM	VNX5300 ADD ON DATA MOVER+FC SLIC-MINI RACK	927.57	927.57
10	21	V3-VS15-600	600GB 15K SAS DISK DRIVE	581.63	12,214.23
11	16	V3-VS07-020	2TB 7200RPM 6GB SAS DISK DRIVE	510.28	8,164.48
12	3	FLV3VS6F-200	200GB FAST CACHE SAS FLASH 15X3.5IN DPE/DAE	3,063.79	9,191.37
13	6	V3-VS6F-200	3.5IN 200GB 6GB SAS 520BPS FLASH DRIVE	3,063.79	18,382.74

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.: \_\_\_\_\_



14	1	VNXDMCBLD2S2S	VNX CABLE KIT FOR DPE + 2 DM; 1 CS; 2 SPS	0.00	0.00
15	1	VNXFCSFPS	ADDITIONAL 8 G FC SFP FOR VNX 51/53	246.24	246.24
16	1	VNX53-KIT	DOCUMENTATION KIT FOR VNX5300	0.00	0.00
17	1	PS-PKG-IMFSU	FAST SUITE IMPLEMENT PKG - VNX	3,179.46	3,179.46
18	1	PS-PKG-IMRPU	REMOTE PROTECT IMPLEMENT PKG - VNX	10,614.06	10,614.06
19	1	PS-PKG-MRUD	RACK; STACK AND IMPLEMENT FOR VNX	5,568.65	5,568.65
20	1	PS-BAS-AD4HBK	ADD OF 4 BLOCK HOSTS	2,058.38	2,058.38
21	1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	6,358.92	6,358.92
22	1	WU-PREHW-001	PREMIUM HW SUPPORT WARRANTY UPG	0.00	0.00
23	1	VNXSPSAS	2ND OPTIONAL SPS FOR VNX 51/53	304.87	304.87
24	1	UNIU-V53	UNISPHERE UNIFIED & VNX OE VNX5300	5,071.36	5,071.36
25	1	BASEP-V53	BASE FILE LICENSE (CIFS AND FTP) FOR VNX5300	0.00	0.00
26	1	ADVP-V53	ADV FILE LICENSE (NFS; MPFS AND PNFS) FOR VNX5300	0.00	0.00
27	1	FSTS-V53	FAST SUITE FOR VNX5300	2,350.28	2,350.28
28	1	RPS-V53	REMOTE PROTECTION SUITE FOR VNX5300	4,835.68	4,835.68
29	1	VSPMXGFCOOPAS	VNX5300 2 PT FCOE IO MOD PAIR-SFP	1,485.41	1,485.41
30	1	VSPMXGI2AS	VNX5300 2 PT OP 10G ISCSI IO MOD PR-SFP	3,713.52	3,713.52
31	1	VNX53D156015M	VNX5300 DPE, 15X3.5 DRIVES - 8X600G, 15K	12,964.33	12,964.33
32	3	V31-DAE-N-15	3U DAE WITH 15X3.5 INCH DRIVE SLOTS	1,461.63	4,384.89
33	1	VNX5300CS2M	VNX5300 CONTROL STATION - 2ND CS - MINI RACK	809.73	809.73
34	1	VNX5300CSM	VNX5300 CONTROL STATION -MINIRACK	0.00	0.00
35	2	VDMM1GCUAS	1GBE DM MODULE 4 PORT FOR VNX5300	619.46	1,238.92
36	1	VNX5300DMEM	VNX 5300 DME: 1 DATA MOVER+FC SLIC-MINI RACK	0.00	0.00

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.: \_\_\_\_\_

37	1	VNX5300DMM	VNX5300 ADD ON DATA MOVER+FC SLIC-MINI RACK	927.57	927.57
38	26	V3-VS15-600	600GB 15K SAS DISK DRIVE	581.63	15,122.38
39	16	V3-VS07-020	2TB 7200RPM 6GB SAS DISK DRIVE	508.08	8,129.28
40	3	FLV3VS6F-200	200GB FAST CACHE SAS FLASH 15X3.5IN DPE/DAE	3,057.18	9,171.54
41	1	VNXDMCBLD2S2S	VNX CABLE KIT FOR DPE + 2 DM; 1 CS; 2 SPS	0.00	0.00
42	1	VNXFCSFPS	ADDITIONAL 8 G FC SFP FOR VNX 51/53	246.24	246.24
43	1	VNX53-KIT	DOCUMENTATION KIT FOR VNX5300	0.00	0.00
44	1	PS-PKG-IMFSU	FAST SUITE IMPLEMENT PKG - VNX	3,162.37	3,162.37
45	1	PS-PKG-MRUD	RACK; STACK AND IMPLEMENT FOR VNX	5,538.71	5,538.71
46	1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	6,324.74	6,324.74
47	1	WU-PREHW-001	PREMIUM HW SUPPORT WARRANTY UPG	0.00	0.00
48	1	VNXSPSAS	2ND OPTIONAL SPS FOR VNX 51/53	303.23	303.23
49	1	UNIU-V53	UNISPHERE UNIFIED & VNX OE VNX5300	5,044.09	5,044.09
50	1	BASEP-V53	BASE FILE LICENSE (CIFS AND FTP) FOR VNX5300	0.00	0.00
51	1	ADVP-V53	ADV FILE LICENSE (NFS; MPFS AND PNFS) FOR VNX5300	0.00	0.00
52	1	FSTS-V53	FAST SUITE FOR VNX5300	2,337.64	2,337.64
53	1	VSPMXGFCOOPAS	VNX5300 2 PT FCOE IO MOD PAIR-SFP	1,477.42	1,477.42
54	1	VSPMXGI2AS	VNX5300 2 PT OP 10G ISCSI IO MOD PR-SFP	3,693.55	3,693.55
55	1	TIGFREIGHT	FREIGHT	554.26	554.26
56	1	RPS-V53	REMOTE PROTECTION SUITE FOR VNX5300	4,809.68	4,809.68

Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale. In the event of non-payment, purchaser agrees to pay all collection costs including attorney fees. A finance charge of 1.5% per month may be charged on delinquent invoices. All returns are subject to the following: Must include original invoice & RMA number, 15% restocking fee, must be in original box in resalable condition. After 30 days, repair or exchange only. Please [Click Here](#) to provide a feedback survey.

<b>Sub Total</b>	205,738.12
<b>Tax</b>	
<b>Total</b>	205,738.12

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.: \_\_\_\_\_



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

**AI-1266**

**County Administrator's Report Item #: 13. 20.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Amendment Number One to the November 23, 2010 Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida

**From:** Catherine A. White, Drug Court Manager

**Organization:** Court Administration

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Amendment Number One to the November 23, 2010, Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida - Catherine A. White, Drug Court Manager, Court Administration

That the Board take the following action concerning the Amendment Number One to the November 23, 2010, Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida:

A. Approve Amendment Number One to the November 23, 2010, Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida, between the Office of the State Courts Administrator and the Escambia County Board of County Commissioners (BCC). This Amendment is being submitted for approval due to the extension of the Grant Program to September 30, 2012. The original Grant-In-Aid Agreement was approved by the BCC on November 4, 2010, and was executed by the Office of the State Courts Administrator on November 23, 2010. The funding for the program is not to exceed \$268,537.50.

B. Authorize the Chairman to the sign the Amendment and all related documents.

[Funds are made available through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program – American Recovery and Reinvestment Act of 2009]

**BACKGROUND:**

The Florida Legislature has appropriated Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the American Recovery and Reinvestment Act of 2009 (Recovery Act) to expand adult post-adjudicatory drug courts for non-violent felony offenders who would otherwise be incarcerated. The expansion targets 4,000 prison bound, non-violent, third-degree felony offenders to be sentenced to post-adjudicatory drug courts in nine selected counties. The Office of the State Courts Administrator (OSCA) will annually contract with the Grantee to provide fiscal services and ensure that substance abuse treatment, drug testing, and ancillary services are provided for a minimum of 75 offenders entering the adult post-adjudication drug court expansion program (Expansion Program).

**BUDGETARY IMPACT:**

The funds are made available through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program – American Recovery and Reinvestment Act of 2009. Funds from the allotment of \$537,075 that have not been spent in the first two years of the program (2009-2010 and 2010-2011), will be available to the Grantee to be budgeted for Expansion Program operations under the same terms of the Grant-in-Aid Agreement signed on November 23, 2010.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

A copy of the agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires Board approval and authorization of all contracts exceeding \$50,000 to be signed by the Chairman.

**IMPLEMENTATION/COORDINATION:**

The Court Administrator's office will approve all invoices before payments are disbursed **by** the County.

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**Attachments**

Amendment One Grant-In-Aid Agr

**Amendment Number One to the November 23, 2010 Grant-In-Aid Agreement for  
Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida**

This is the first amendment to the "Grant-in-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida" (Grant-in-Aid Agreement) as signed on November 23, 2010. In mutual agreement between the Office of the State Courts Administrator (OSCA) and the Escambia County Board of County Commissioners (Grantee), and pursuant to section XIX of the Grant-in-Aid Agreement, the following amendments are made to the Grant-in-Aid Agreement:

I. Section I. Purpose, is amended to read:

The Florida Legislature appropriated Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the American Recovery and Reinvestment Act of 2009 (Recovery Act) to expand adult post-adjudicatory drug courts for non-violent felony offenders who would otherwise be incarcerated. The expansion targeted 4,000 prison-bound, non-violent, third-degree felony offenders to be sentenced to post-adjudicatory drug courts over two years. The OSCA has annually contracted with the Grantee for two years to provide fiscal services and ensure that substance abuse treatment, drug testing, and ancillary services are provided for a goal of 150 total offenders entering the adult post-adjudicatory drug court expansion program (Expansion Program). The targeted number of offenders has not yet been met and a significant portion of the funds allotted for the Expansion Program in Escambia County have not been spent. The purpose of this Amendment is to establish a no-cost extension of the year-two Grant-in-Aid Agreement, which was signed on November 23, 2010, for a period of one year to begin on October 1, 2011 and terminate on September 30, 2012. The operations of the Expansion Program in Escambia County from October 1, 2011 through September 30, 2012 will be paid for by using the unspent funds from the year one and year two budgets. The Grantee will prepare and submit a budget to the OSCA detailing the anticipated year three expenditures.

2 Section III. Agreement of the Parties, paragraph A is amended to read:

The OSCA has already provided the Grantee with a total of \$537,075 for substance abuse treatment, drug testing, and ancillary services for 150 offenders entering the Expansion Program. Funds from the total allotment of \$537,075 that have not been spent in the first two years of the program (2009-2010 and 2010-2011), will be available to the Grantee to be budgeted for Expansion Program operations under the same terms of the Grant-in-Aid Agreement signed on November 23, 2010.

3. Section IV. Contract Terms, paragraph A is amended to read:

This Agreement shall become effective on the date of the last signature.

**Amendment Number One to the November 23, 2010 Grant-In-Aid Agreement for  
Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida**

4 Section IV. Contract Terms, paragraph B is amended to read:

The term of this agreement will begin on October 1, 2011 and will terminate on  
September 30, 2012.

All other provisions of the Grant-in-Aid Agreement signed on November 23, 2010 remain  
in force.

Office of the State Courts Administrator

Grantee  
Board of County Commissioners  
Escambia County

\_\_\_\_\_  
Elisabeth H. Goodner  
State Courts Administrator

\_\_\_\_\_  
Kevin W. White, Chairman  
Address: 221 Palafox Pl, Ste 400  
Pensacola, FL 32502  
Phone: (850) 595-4940  
Fax: (850) 595-4685  
FEIN: 85-8013888011C-3

Date: \_\_\_\_\_

Date Signed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

This document approved as to form  
and legal sufficiency.

By: *Austin Hual*

Title: HCJ

Date: 8/18/11



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-1345

County Administrator's Report Item #: 13. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/15/2011

Issue: Amendment #1 to Lakewood Cottages Workforce Housing Development Agreement with Lakewood Investment Partners, LLC

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

---

### Information

#### RECOMMENDATION:

Recommendation Concerning Amendment #1 to Lakewood Cottages Workforce Housing Development Agreement with Lakewood Investment Partners, LLC - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning Amendment #1 to the Workforce Housing Development Agreement with Lakewood Investment Partners, LLC, for the purpose of promoting reinvestment in the Barrancas Community Redevelopment Area and to promote the production of affordable workforce housing for first-time homebuyers:

A. Approve Amendment #1 to the Lakewood Cottages Workforce Housing Development Agreement with Lakewood Investment Partners, LLC, to formally extend the effective period of the Agreement to June 13, 2012; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related documents as required to fully complete the project.

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

#### BACKGROUND:

On May 24, 2007, the Board approved the Lakewood Cottages Workforce Housing Development Agreement with Lakewood Investment Partners, LLC providing for the cooperative development of mixed income housing in the Barrancas Community Redevelopment Area (see **Exhibit I** for resume). Since the Agreement was approved in 2007, in concert with Neighborhood Enterprise Foundation, Inc. (NEFI), the Community Redevelopment Agency (CRA), the Community & Environment Department and County permitting agencies, Lakewood Investment Partners, LLC has fully completed development of the 90-unit Lakewood Cottages Subdivision on an 11 acre parcel located at the intersection of Lakewood Road and Seamarge Lane in the Barrancas Community Redevelopment Area (see **Exhibit II** for location map). Furthermore, the developer and their selected homebuilders have completed construction of 12 new quality homes in the subdivision (with the 13th under construction), of which a total of 9 have been set-aside for sale to income eligible buyers in accordance with the May 24, 2007 Agreement. To date, of the 9 set-aside homes, 8 have been successfully sold to income eligible buyers. The final unit is

complete and currently for sale to an eligible buyer. Given the depressed housing market and tightened mortgage lending availability, the developer has requested an extension of the Agreement through June 13, 2012 to ensure adequate time to attain the sale of the final workforce housing unit (see **Exhibit III** for Amendment #1). Given the performance to date, especially in the difficult housing market of the last few years, this seems to be a very reasonable request.

**BUDGETARY IMPACT:**

Any remaining expenditures for this project will be provided through Fund 124/Affordable Housing-Community Development, Cost Center 220406.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The amendment has been reviewed and approved by Kristin Hual, Assistant County Attorney. Principals of Lakewood Investment Partners, LLC have also reviewed the amendment.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Oversight of the implementation of the Agreement and related Amendment will be provided by responsible divisions of the Community & Environment Department.

**IMPLEMENTATION/COORDINATION:**

Lakewood Investment Partners, LLC has a copy of this recommendation and the anticipated County approval schedule and related procedures.

---

**Attachments**

Exhibit I

Exhibit II

Exhibit III



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued7-26. Approval of Various Consent Agenda Items – Continued

16. Taking the following action regarding a \$500,000 Grant from the Northwest Florida Water Management District for the Jones Swamp Wetland and Floodplain Restoration Project:
- A. Approving the *Florida Forever Funding Agreement between the Northwest Florida Water Management District and Escambia County for Jones Swamp Wetland & Floodplain Restoration, NFWMD Contract Number 07-041*, effective May 25, 2007; and
  - B. Authorizing the Chairman to sign the Florida Forever Funding Agreement and any subsequent Grant-related documents, including no-cost extensions.

1853

Speaker(s):

Andrew Blewer

21. Taking the following action regarding the Workforce Housing Development Agreement with Lakewood Investment Partners, LLC, for the purpose of promoting reinvestment in the Barrancas Community Redevelopment Area and to promote the production of affordable workforce housing for first-time homebuyers:
- A. Approving the *Lakewood Cottages Workforce Housing Development Agreement* with Lakewood Investment Partners, LLC, to formally commit a maximum of \$256,410 in Escambia County and/or Community Redevelopment Agency (CRA) indirect financial incentives to stimulate the development of the 90-unit Lakewood Cottages Subdivision on approximately 11 acres lying within the Barrancas Community Redevelopment Area, including the set-aside of at least nine of the parcels and the accompanying homes for entry level workforce housing for families meeting eligibility requirements for the State Housing Initiatives Partnership (SHIP) homebuyer program (Funding Sources: Fund 350/Local Option Sales Tax, Fund 683/CRA, Fund 120/SHIP, and/or Fund 129/Community Development Block Grant); and
  - B. Authorizing the Chairman or Vice Chairman to execute the resulting *Lakewood Cottages Workforce Housing Development Agreement* and all related documents required to fully implement the Agreement and to complete all provisions thereof.

1853

# Lakewood Cottages Subdivision Location



**Disclaimer**

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



**AMENDMENT #1  
LAKEWOOD COTTAGES WORKFORCE HOUSING  
DEVELOPMENT AGREEMENT**

**THIS AMENDMENT**, is made and entered into this 15th day of September, 2011, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**County**") and **LAKEWOOD INVESTMENT PARTNERS, LLC**, a Florida limited liability company organized under the laws of the State of Florida, or its assigns ("Partnership"), its primary mission being investment in real property and/or development of a single family residential subdivision in Escambia County, Florida.

**WITNESSETH:**

**WHEREAS**, the County and partnership are mutually interested in the pursuit of community improvement and the assurance of adequate and affordable housing for all citizens in Escambia County; and

**WHEREAS**, the development of *Lakewood Cottages Subdivision* provided an excellent opportunity for public-private cooperation in the production of mixed income housing in the County; and

**WHEREAS**, on May 24, 2007, the County entered an agreement with the Partnership delivering quality, mixed income, single family workforce housing within urbanized areas of the County to proactively foster redevelopment, reinvestment, sustainability; and

**WHEREAS**, the Partnership has performed admirably with respect to production of the workforce housing set-aside units, but has been hampered by the downturn in the housing market; and

**WHEREAS**, the County and Partnership now wish to amend the original Lakewood Cottages Workforce Housing Development Agreement ("Agreement") dated May 24, 2007.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Partnership hereby agree to amend the Interlocal Agreement dated May 24, 2007, as follows:

1. **ARTICLE X Project Schedule** of the Agreement dated May 24, 2007, is hereby amended as follows:

**ARTICLE X Project Schedule** of the Agreement is hereby amended to increase the amount of time allowed for completion of the nine (9) required set-aside units (homes) from thirty (30) months from the date of the County issued Final Development Order to forty eight (48) months from the date of the County issued Final Development Order. The Final Development Order was issued by the County on June 13, 2008. Therefore, the final completion date for the project will now be June 13, 2012.

2. **EXHIBIT VII** of the May 24, 2007 Agreement, as attached, is hereby amended to reflect the extension of time afforded the Partnership for completion and sale of the set-aside units (homes) within Lakewood Subdivision as referenced in Section 1 above and other conforming revisions.

3. All other provisions of the original Agreement dated May 24, 2007, and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

4. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision  
of the State of Florida, by and through its  
BOARD OF COUNTY COMMISSIONERS**

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

BCC Approved: September 15, 2011

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

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

Escambia County Legal Department Approval:

This document approved as to form  
and legal sufficiency.

By: Kristen Hearn

Title: ACM

Date: 8/17/11

LAKEWOOD INVESTMENT PARTNERS, LLC,  
a Florida limited liability company

ATTEST:

By: \_\_\_\_\_  
Doug Halford, Its General Manager

\_\_\_\_\_  
\_\_\_\_\_

(SEAL)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Doug Halford, who is General Manager of Lakewood Investment Partners, LLC, who executed this instrument after first being duly sworn and who ( ) is personally known to me, or ( ) has produced current \_\_\_\_\_ as identification.

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

(Notary Seal)

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

# EXHIBIT VII

(REVISED: September 15, 2011)

## LAKEWOOD COTTAGES WORKFORCE HOUSING DEVELOPMENT PROJECT IMPLEMENTATION SCHEDULE

<u>Date</u>	<u>Milestone</u>
4/15/07	Project Financing Secured and Available for All Phases of Project (non-County) and Environmental Site Assessment completed
5/24/07	Formalize Development Agreement
5/24/07	Formal Agreement Becomes Effective upon approval by Board of County Commissioners and County approval of Project Development Order (D.O.)
Actual Date of the Development Order (D.O.) as issued by County <b>(D.O Issued: 6/13/08)</b>	Finalize Development Plans, Complete Construction Drawings/Specifications, and Obtain Required Permitting Authority Approvals
5/24/07	Formal Affordable Project Commitment in place (including County)
Actual Date of the Development Order (D.O.) as issued by County	Site/Subdivision Development in progress (begin construction of subdivision)
12 months from D.O. date	Subdivision Site Development complete and ready for construction of residential homes
30 months from D.O. date	Residential Construction Phase (“affordable set-aside” homes must be completed during this period)
<b>48</b> months from D.O. date) (or <b>6/13/2012</b> )	Set-Aside homes complete and sold to eligible homebuyers
No later than <b>48</b> months from the D.O. date (or <b>6/13/2012</b> )	Subdivision fully completed and “affordable set-aside” residential homes constructed and sold to eligible homebuyers



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-1262

County Administrator's Report Item #: 13. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/15/2011

Issue: Placing Beautification and Informational Signage within the CRA Boundaries

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning Placing Beautification and Informational Signage within the CRA Boundaries - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following September 15, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning allowing the CRA to place beautification and informational type signage within the CRA boundaries. All signs drawings/plans must comply with Redevelopment Plan requirements set forth by the applicable design standards and guidelines. Placement of signage will be coordinated with the responsible or legal entity. All plans shall be subject to the review and approval of the CRA Board.

[Funding Source: Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 56301; the Englewood TIF, Fund 151, Cost Center 220520, Object Code 56301; the Palafox TIF, Fund 151, Cost Center 220517, Object Code 56301; and the Warrington TIF, Fund 151, Cost Center 220516, Object Code 56301]

#### **BACKGROUND:**

The CRA's mission is to enhance the quality of life within the CRA and Enterprise Zone by encouraging private sector reinvestment, promoting economic development and providing public sector enhancements. This includes initiatives that promote revitalization of the residential, commercial and industrial zones within the designated areas.

The CRA continues to assist funding local businesses and neighborhoods with new entrance and welcome signs within The Redevelopment Areas.

On September 15, 2011, a CRA meeting was convened to consider approval of the placement of beautification and informational signage within the CRA Boundaries. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the signage will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 56301, the Englewood TIF, Fund 151, Cost Center 220520, Object Code 56301, the Palafox TIF, Fund 151, Cost Center 220517, Object Code 56301, and the Warrington TIF, Fund 151, Cost Center 220516, Object Code 56301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

No legal consideration is necessary.

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this project.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the subcontractor, shall monitors the work in progress.

---

**Attachments**

Quotes List & Sample Signs



**Subcontractor**

**Proposal**

**Description**

**Proposed**

**Amount**

**Proposed Sample Photo**

**Site Signs**

Tel:850-390-5686  
Fax:850-438-3979  
[sitesigns@cox.net](mailto:sitesigns@cox.net)  
[www.sitesignsinc.com](http://www.sitesignsinc.com)

**Option 1-** Single Side 48"x73", 2 Color Site Sign on .5" custom cut MDO sign board.  
Installed on 4x4 pressure treated wood posts, primed and painted with 2 coats 100% exterior acrylic paint.  
Sign board will be primed and painted with 2 coats of 100% exterior acrylic paint.  
Lettering will be custom cut .5" PVC sign board, primed and painted with 100% exterior acrylic paint.  
Border will be made with premium grade vinyl.

**\$895**  
Included unless subject to geographic location and the need of heavy equipment usage



**Site Signs**

Tel:850-390-5686  
Fax:850-438-3979  
[sitesigns@cox.net](mailto:sitesigns@cox.net)  
[www.sitesignsinc.com](http://www.sitesignsinc.com)

**Option 2 -** Single Sided 48"x73", 2 color Site Sign on .5" MDO sign board.  
Installed on 4x4 pressure treated, primed and painted with 2 coats (100% exterior acrylic paint)  
Sign board will be primed and painted with 2 coats(100% exterior acrylic paint) and lettering will made with Premium vinyl.

**\$650**  
As above

Same as above but with cost effective material

Doug McBride / Salesman  
**George Markham & Sons Signs**

Tel 850.433.3032  
Fax 850.438.4529  
Toll Free 1.800.303.8957  
<http://www.markhamsigns.com>

Five (5) signs for various redevelopment areas. 5' x 8' x 20" deep. Stucco texture finish, high-density urethane coated with a polyurethane hard coat. Top coat – industrial marine clear coat for UV protection (helps color last longer). One pound hard coated all area including bottom and finish/paint/clear coat all exposed areas. There are no materials in the sign that can rust or deteriorate. Engineered foundation (concrete) to withhold 140 mph wind load.

**\$5,900**  
Including Installation Cost



Steve Orlich  
**Pensacola Sign**

3711 N Palafox St  
Pensacola, FL 32505  
Phone: 850-433-7878  
Fax: 850-433-0016  
[Sales@pensacolasign.com](mailto:Sales@pensacolasign.com)

**OPTION 1-** V-shaped sign: 48.00 in x 36.00 in .5" MDO signs shaped and painted with custom routed border and raised letters. Sign consists of two faces mounted on a v-shape stance with painted poles.

**\$1,158 + \$295**  
Installation cost



Steve Orlich  
**Pensacola Sign**

3711 N Palafox St  
Pensacola, FL 32505  
Phone: 850-433-7878  
Fax: 850-433-0016  
[Sales@pensacolasign.com](mailto:Sales@pensacolasign.com)

**OPTION 2 -** Single sided panel: 48.00 in x 36.00 in .5" MDO signs shaped and painted with custom routed border and raised letters. Sign consists of two faces mounted on a v-shape stance with painted poles.

Sign chosen among the list

**\$739 + \$195**  
Installation cost





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

**AI-1359**

**County Administrator's Report Item #: 13. 23.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Acquisition of Real Property, Located in Brookhollow Subdivision, from Parker Custom Built Homes, Inc.

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Acquisition of Real Property, Located in Brookhollow Subdivision, from Parker Custom Built Homes, Inc. - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action regarding the acquisition of three parcels of real property, located in Brookhollow Subdivision, from Parker Custom Built Homes, Inc.:

- A. Authorize staff to make an offer to Parker Custom Built Homes, Inc., to purchase three parcels of real property (totaling approximately 1.05 acres) for \$85,000, which is \$10,000 above the appraised amount of \$75,000; and
- B. Approve requiring the owners to accept any offer authorized by the Board within 30 days from the date of this Board action and pay closing costs of documentary stamps; and
- C. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute any documents necessary to complete the acquisition of this property.

[Funding Source: Fund 351, Lost II, Account 210105/56101/56301, Project 10EN0275 and Fund 352, Lost III, Account 210107/56101/56301, Project 10EN0455]

Meeting in regular session on September 17, 2009, the Board approved the Recommendation presented to the Committee of the Whole on September 10, 2009, authorizing staff to initiate the purchase process for property located in Brookhollow Subdivision. This area of the County, near and in the Brookhollow Subdivision, has a history of stormwater drainage problems.

**BACKGROUND:**

Meeting in regular session on September 17, 2009, the Board approved the recommendation presented to the Committee of the Whole on September 10, 2009, authorizing staff to initiate the purchase process for property located in Brookhollow Subdivision. This area of the County, near and in the Brookhollow Subdivision, has a history of stormwater drainage problems. The County recently acquired three lots in this area to facilitate a stormwater attenuation plan. An engineering study by Hammond Engineering, Inc., indicated that a drainage improvement

project using these recently acquired lots would be an improvement to the existing system. However, the system would still not meet current North West Florida Water Management District (NFWMD) or Escambia County Land Development Code requirements for a new system. The proposed system could be permitted as a retro-fit to an existing system, but would provide a less than desirable drainage improvement to the area and downstream receiving waters. If the County were to purchase these three additional lots from Parker Custom Built Homes, Inc., we would have the area required to design/construct a system, which would meet current NFWMD Water Quality Requirements and current Escambia County stormwater attenuation requirements. This system would provide 1" of treatment for the 40+ acre contributing basin and attenuate runoff from a 25 year storm, which would result in a substantial drainage improvement to the area and downstream receiving waters.

Staff had an appraisal performed by Brantley & Associates, dated April 28, 2011, which placed a total value of \$75,000 for the three parcels consisting of approximately 0.35 acres each for a total acreage of 1.05 acres. The property owner indicated to staff that he originally paid \$99,000 in January of 2006 for the three lots and due to a considerable outstanding mortgage; his selling price was \$93,000. Staff discussed with owner the Board's reluctance to pay above appraised value and that Staff could not support recommending the Board make the offer for \$93,000. The owner has countered with an offer to sell for \$85,000, which is \$10,000 above appraised value. The owner has firmly indicated that \$85,000 is the least they would take. Based on the information provided by the engineering study, staff is requesting that the Board approve making an offer of \$85,000 total for the three parcels. Any offer approved by the Board shall include that the property owner will be responsible for the payment of closing costs, to include but not limited to payment of documentary stamps and that the owners respond within 30 days from the date of the offer. Staff is requesting Board authorization, which requires at least a super majority vote (4-1), to proceed with this acquisition.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 351, Lost II, Account 210105/56101/56301, Project 10EN0275 and Fund 352, Lost III, Account 210107/56101/56301, Project 10EN0455.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

**PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

---

**Attachments**

Parcel 1

Parcel 2

Parcel 3

Appraisal  
Eng Study  
Map

**PARCEL # 1**

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	211N303500004002
<b>Account:</b>	110565315
<b>Owners:</b>	PARKER CUSTOM BUILT HOMES INC
<b>Mail:</b>	2711 STALLION RD CANTONMENT, FL 32533
<b>Situs:</b>	1728 W TEN MILE RD 32533
<b>Use Code:</b>	VACANT RESIDENTIAL
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2010 Certified Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$23,750
<b>Total:</b>	\$23,750
<a href="#">Save Our Homes:</a>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/2006	5818	87	\$99,000	WD	<a href="#">View Instr</a>
12/2005	5813	390	\$102,500	WD	<a href="#">View Instr</a>
12/2004	5552	1131	\$63,400	WD	<a href="#">View Instr</a>
07/1987	2434	152	\$15,000	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2010 Certified Roll Exemptions
None
Legal Description
LT 4 BLK B BROOKHOLLOW PB 10 P 1 OR 5818 P 87
Extra Features
None

**Parcel Information**

[Restore Map](#)

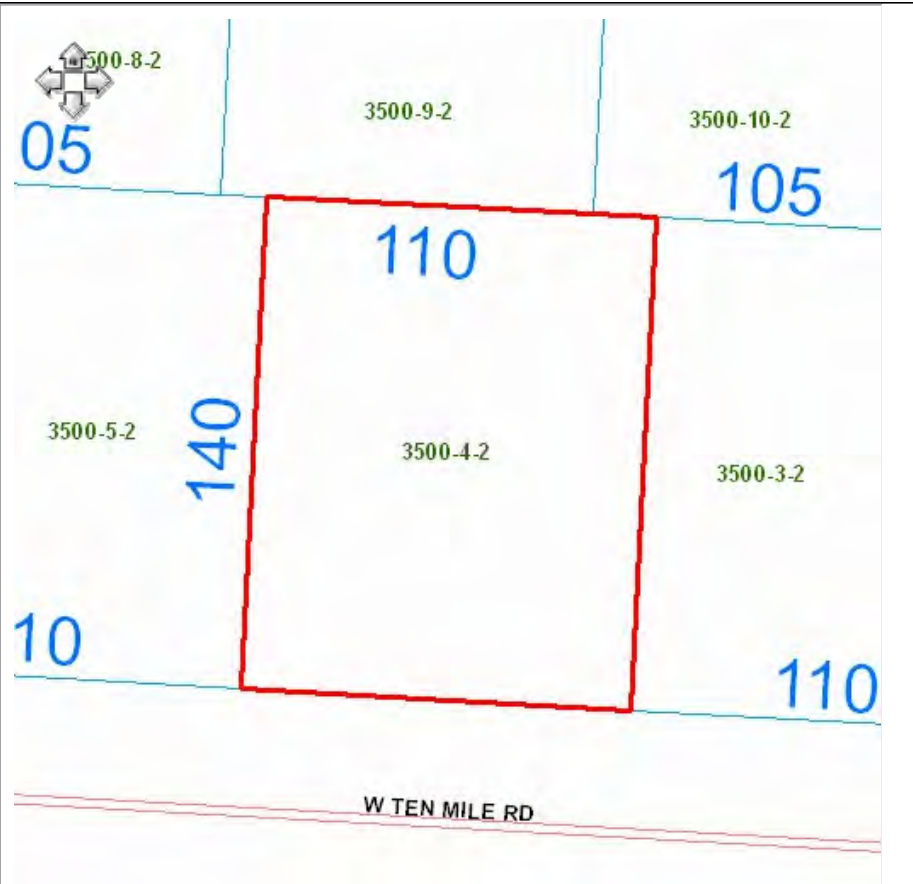
[Get Map Image](#)

[Launch Interactive Map](#)

**Section Map Id:**  
[21-1N-30-2](#)

**Approx. Acreage:**  
0.3500

**Zoned:**  
[V-3](#)



**PARCEL # 2**

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	211N303500003002
<b>Account:</b>	110565310
<b>Owners:</b>	PARKER CUSTOM BUILT HOMES INC
<b>Mail:</b>	2711 STALLION RD CANTONMENT, FL 32533
<b>Situs:</b>	1738 W TEN MILE RD 32533
<b>Use Code:</b>	VACANT RESIDENTIAL
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2010 Certified Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$23,750
<b>Total:</b>	\$23,750
<a href="#">Save Our Homes:</a>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/2006	5818	87	\$99,000	WD	<a href="#">View Instr</a>
12/2005	5813	390	\$102,500	WD	<a href="#">View Instr</a>
12/2004	5552	1131	\$63,400	WD	<a href="#">View Instr</a>
07/1987	2434	154	\$15,000	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2010 Certified Roll Exemptions
None
Legal Description
LT 3 BLK B BROOKHOLLOW PB 10 P 1 OR 5818 P 87
Extra Features
None

**Parcel Information**

[Restore Map](#)

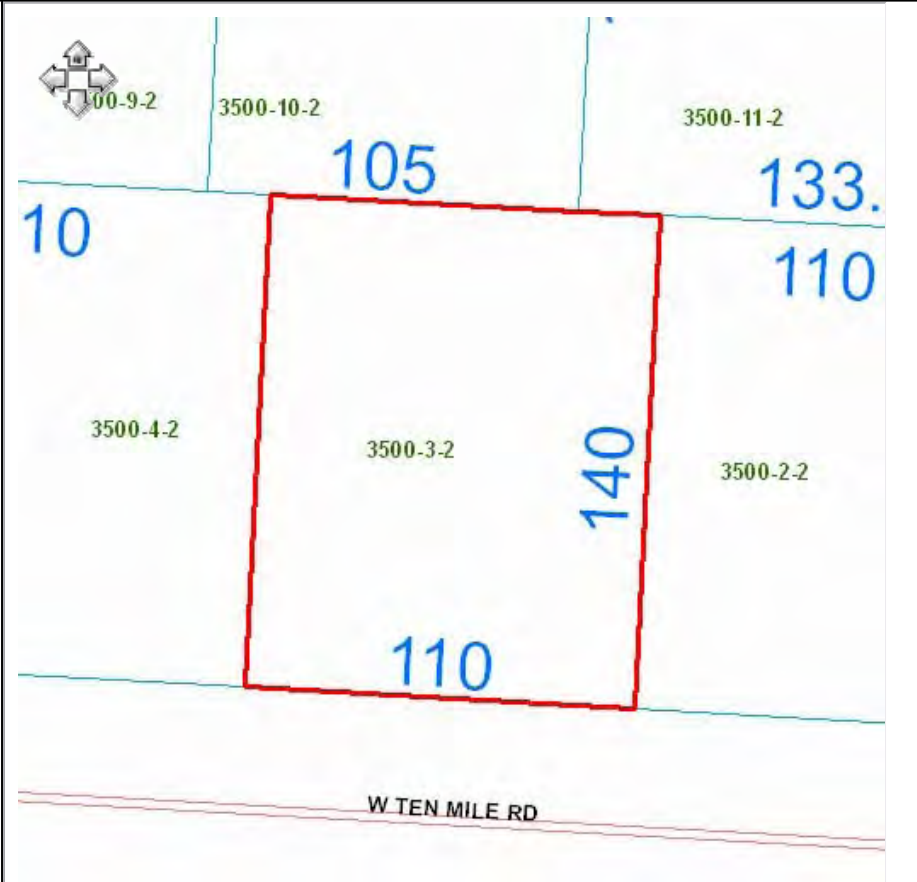
[Get Map Image](#)

[Launch Interactive Map](#)

**Section Map Id:**  
[21-1N-30-2](#)

**Approx. Acreage:**  
0.3500

**Zoned:**  
[V-3](#)





**PARCEL # 3**

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<b>General Information</b>		<b>2010 Certified Roll Assessment</b>	
<b>Reference:</b>	211N303500002002	<b>Improvements:</b>	\$0
<b>Account:</b>	110565305	<b>Land:</b>	\$23,750
<b>Owners:</b>	PARKER CUSTOM BUILT HOMES INC	<b>Total:</b>	\$23,750
<b>Mail:</b>	2711 STALLION RD CANTONMENT, FL 32533	<a href="#">Save Our Homes:</a>	\$0
<b>Situs:</b>	1748 W TEN MILE RD 32533	<a href="#">Disclaimer</a>	
<b>Use Code:</b>	VACANT RESIDENTIAL	<a href="#">Amendment 1 Calculations</a>	
<b>Taxing Authority:</b>	COUNTY MSTU		
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

<b>Sales Data</b>		<b>2010 Certified Roll Exemptions</b>	
<b>Sale Date</b>	<b>Book Page</b>	<b>Value</b>	<b>Type</b>
01/2006	5818 87	\$99,000	WD
12/2005	5813 390	\$102,500	WD
12/2004	5552 1131	\$63,400	WD
07/1987	2434 153	\$15,000	WD
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		<b>Official Records (New Window)</b>	
		<a href="#">View Instr</a>	
		<a href="#">View Instr</a>	
		<a href="#">View Instr</a>	
		<a href="#">View Instr</a>	
<b>Legal Description</b>		None	
<b>Legal Description</b>		LT 2 BLK B BROOKHOLLOW PB 10 P 1 OR 5818 P 87	
<b>Extra Features</b>		None	

**Parcel Information** [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

**Section Map Id:**  
[21-1N-30-2](#)

**Approx. Acreage:**  
0.3500

**Zoned:**  
[V-3](#)

# SUMMARY APPRAISAL REPORT

**3 VACANT RESIDENTIAL LOTS WITHIN  
BROOKHOLLOW SUBDIVISION**

**LOCATED ALONG WEST TEN MILE ROAD  
IN CANTONMENT, ESCAMBIA COUNTY, FLORIDA**

**AS OF APRIL 28, 2011**

B&A File: VR11DS6531-12



PREPARED FOR  
**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY FLORIDA  
213 PALAFOX PLACE, 2ND FLOOR  
PENSACOLA, FLORIDA 32591-1591**

BY  
**BRANTLEY & ASSOCIATES**

**REAL ESTATE APPRAISAL CORPORATION**

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505  
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member



# BRANTLEY & ASSOCIATES

## REAL ESTATE APPRAISAL CORPORATION

**R. SHAWN BRANTLEY, MAI, CCIM**  
FL: STATE-CERTIFIED GENERAL APPRAISER RZ289  
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

**BARBARA M. MARTIN, MAI**  
STATE-CERTIFIED GENERAL APPRAISER RZ2552

**BARBARA S. BRANTLEY, CPA**  
ADMINISTRATION & FINANCE

**BRUCE A. BLACK**  
STATE-CERTIFIED GENERAL APPRAISER RZ2714

May 3, 2011

Larry Goodwin  
Board of County Commissioners  
Escambia County Florida  
213 Palafox Place, 2nd Floor  
Pensacola, Florida 32591

Re: Summary Appraisal Report of 3 Vacant Residential Lots within Brookhollow residential subdivision in Cantonment, Escambia County, Florida. B&A File: VR11DS6531-12

Dear Mr. Goodwin:

Per your request, we have inspected the above referenced property and have investigated the market for pertinent data for the purpose of obtaining an opinion of the market value of the subject property as of a current date.

Our valuation of the subject property consists of three vacant residential lots within the Brookhollow subdivision, which is located in Cantonment, Escambia County, Florida.

The property rights appraised are the fee simple estate. Based on our investigation and our analysis of the information gathered, our opinion of the market value of the subject property, as of April 28, 2011, is:

**FINAL VALUE OPINION**  
**SEVENTY-FIVE THOUSAND DOLLARS**  
**\$75,000**

The above value opinion is subject to the limiting conditions and general assumptions contained in this appraisal.

The appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591  
PHONE (850) 433-5075 · FAX (850) 438-0617 · EMAIL: shawnbrantley@brantleyassociates.com

Mr. Larry Goodwin

May 3, 2011

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice for a Complete Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM  
State-Certified General Appraiser  
Florida # RZ289



David C. Singleton  
Registered Trainee Appraiser  
Florida # RI23431

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## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION: 3 Vacant Residential Lots within Brookhollow subdivision in Cantonment, Florida.

LOCATION OF PROPERTY: The subject's 3 lots are located within the Brookhollow residential subdivision, along the north side of West Ten Mile Road in Cantonment, Escambia County, Florida.

OWNERSHIP: Parker Custom Built Homes Inc.  
2711 Stallion Road  
Cantonment, Florida 32533

PURPOSE OF APPRAISAL: To obtain an opinion of the market value of the subject property as of a current date.

PROPERTY RIGHTS APPRAISED: Fee Simple

LAST DATE OF INSPECTION: April 28, 2011

DATE OF VALUATION: April 28, 2011

DATE OF REPORT: May 3, 2011

ZONING: V-3, Villages Single Family Residential High Density (County Zoning)

FUTURE LAND USE: MU-S, Mixed Use

LAND AREA: 3 Lots, each 0.35 Acre

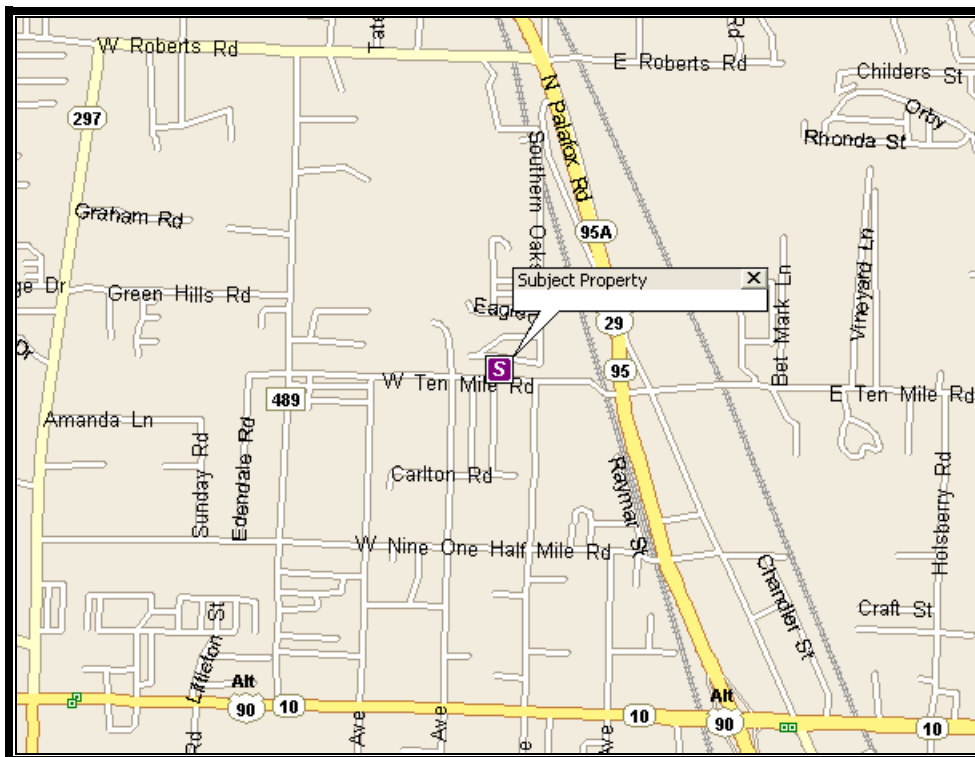
IMPROVEMENTS: None

HIGHEST AND BEST USE: Residential Development

VALUATIONS:

FINAL VALUE OPINION: \$75,000

# LOCATION MAPS



# COUNTY AERIAL ASSESSMENT MAP



# PLAT MAP OF SUBJECT SUBDIVISION



## SOIL SURVEY

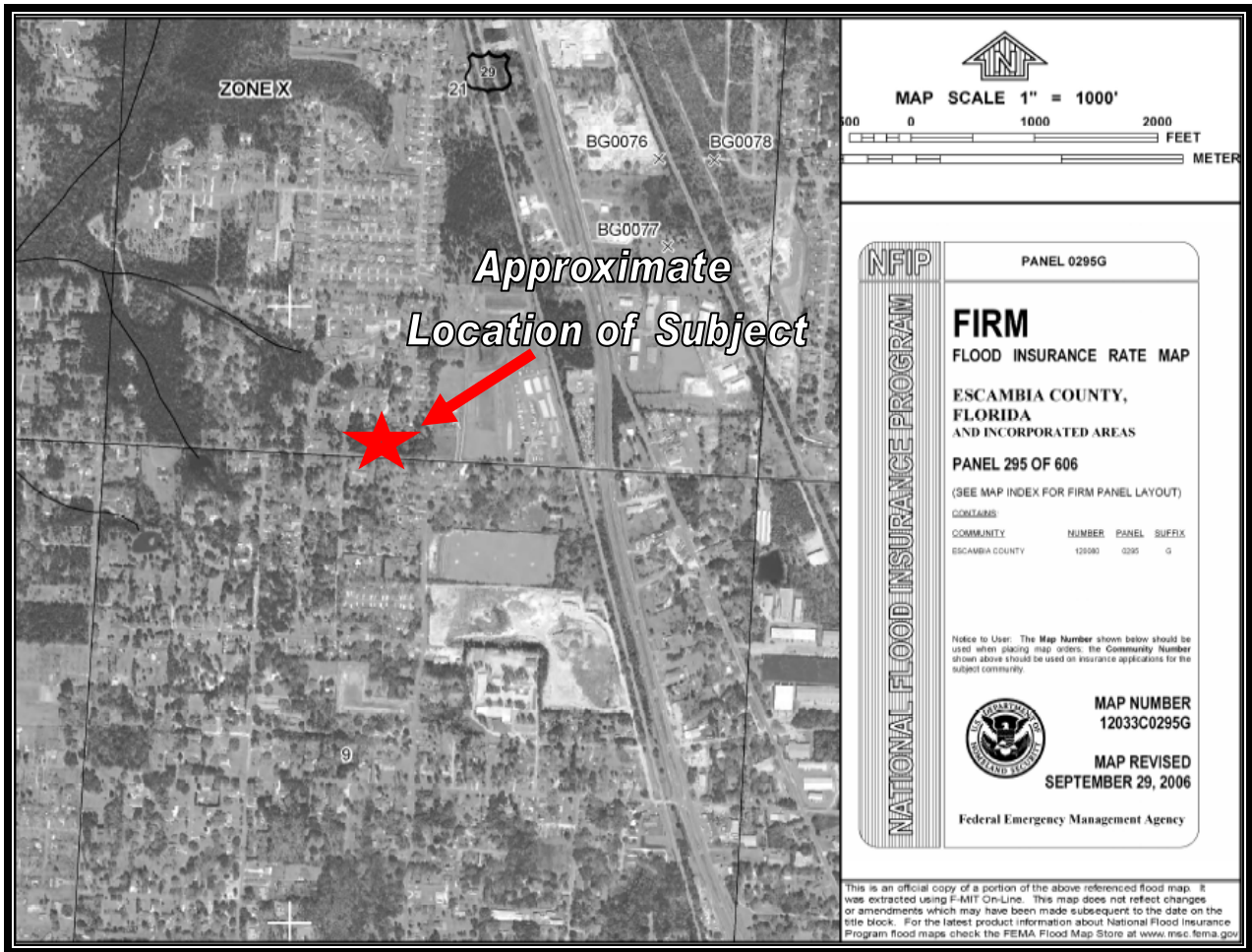


(Location of subject property is only an estimate)

Symbol	Soil	Slope %	Drainage	Soil Material & Characteristics
26	Poarch sandy loam	5-8	Well-drained	This very deep, well-drained soil is on moderately sloping side slopes of ridges in the central and northern parts of the county. Moderate water capacity; moderately slow permeability; does not flood. Suited for cultivated crops, pasture use, growth of hay, slash, loblolly, and longleaf pines, and most urban and recreational uses.
54	Troup-Poarch complex	8-12	Somewhat excessive	Located on strongly sloping hillsides in Central and Northern Escambia County. The soil is found on shoulder slopes and upper side slopes. Has moderate water capacity, moderately slow water permeability and does not flood. Not suitable for cultivated crops, urban or recreational uses due to sandy texture and poor septic ability during wet periods. Suited to pasture use, growth of hay, and slash, loblolly and longleaf pines.



# FLOOD MAP



According to the above FEMA Flood Map, the subject is within flood zone "X", which is an area of minimal flood probability



**PHOTOGRAPHS OF SUBJECT PROPERTY**



Lot 3, northern view, 04/28/2011



Lots 2, 3 and 4, northeastern view, 04/28/2011

**PHOTOGRAPHS OF SUBJECT PROPERTY**



West Ten Mile Road, subject lots on right, western view, 04/28/2011



West Ten Mile Road, subject lots on left, eastern view, 04/28/2011



## **LEGAL DESCRIPTION**

A copy of the Brookhollow subdivision is recorded within the public records of Escambia County at Plat Book 10, Page 1. The subject lots to be appraised are the following lots as indicated within the Plat Map of Brookhollow: Lots 2, 3 and 4, Block B (total of 3 lots). A copy of the subdivision plat is included within the exhibits section presented earlier in this report. The legal description is also found in the Warranty Deed of the most recent transfer of the subject property. This deed is recorded in OR Book 5818, Page 87 in the Escambia County Florida public records and is included in the addenda of this report for the reader's review.

## **FUNCTION AND INTENDED USER OF APPRAISAL**

It is our understanding this appraisal will be used for assisting the client, the Escambia County Florida Board of Commissioners, in determining the market value of the subject property for a possible purchase transaction.

## **SCOPE AND EXTENT OF DATA COLLECTION AND ANALYSIS**

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, Escambia County Property Appraiser, Escambia Planning and Zoning Department, Escambia County Public Records, Escambia County Tax Collector, GIS and aerial maps and local utility companies. Secondary data was obtained from the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data

base company). For this appraisal assignment, the subject property was identified to the best of our ability utilizing available information from the plat maps recorded at Plat Book 10, Page 1 in the public records of Escambia County.

This firm has completed numerous appraisal assignments in the subject neighborhood and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated / expanded as necessary in performing our appraisal analysis.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. For this summary appraisal report, data collected during inspection of the subject property includes extensive observation and photographing. Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search was limited to Escambia County, with the most emphasis placed on those areas most proximate or similar to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

Research of comparables included residential lots within Escambia County in accordance with the highest and best use. The time period of our search included the present date back to January 2010. Data sources employed include discussions with city and county government officials, Escambia County Property Appraiser, Escambia County and City of Pensacola Planning and Zoning Departments, Escambia County

Public Records, Escambia County Tax Collector, GIS and aerial maps, Realtor Publications, Metro Market Trends, Multiple Listing Service, and local utility companies.

After considering our analysis of the data and utilizing the sales comparison a final opinion of the market value of the 3 subject lots was made. The report is prepared in compliance with the Uniform Standards of Professional Appraisal Practice. The format used is a summary appraisal report.

## **DEFINITION OF MARKET VALUE**

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well informed or well advised and each acting in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."<sup>1</sup>

## **EXPOSURE TIME**

The above definition assumes a reasonable exposure time during which the subject would have been offered on the market prior to the hypothetical consummation of a sale, at market value, on the effective date of the appraisal. Based upon a retrospective estimate, the appraiser has concluded an exposure time of from six to twelve months.

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<sup>1</sup> *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/08-12/31/09).

## **MARKETING PERIOD**

The reasonable marketing time is an estimate of the length of time it might take to sell the subject property at the above estimated market value level during the period immediately after the effective date of the appraisal. This marketing time has been estimated at six to twelve months for the subject property, based upon presently available market information.

## **PROPERTY RIGHTS TO BE APPRAISED**

All present and future benefits and rights of the property in fee simple unencumbered title, free and clear of all leases, mortgage indebtedness, other liens or special assessments against the property.

## **ZONING, LAND USE PLAN, AND CONCURRENCY**

The subject property is subject to Escambia County jurisdiction and is within the V-3, Villages Single Family Residential High Density district. According to the Escambia County Land Development Code, the purpose of the V-3 district is:

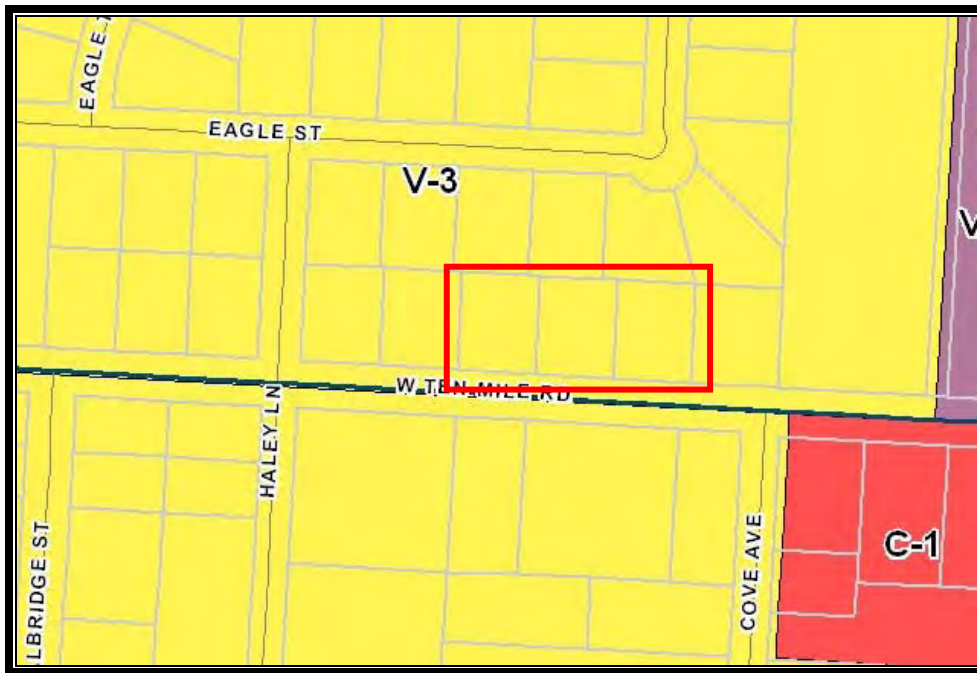
Single-family detached residential district characterized by urban land development patterns with residential subdivision densities varying from one unit per acre to five units per acre. Mobile homes are not allowed. No minimum lot size is required for new subdivisions, but development must meet overall maximum density requirements. V-2A may be used in any AIPD overlay area with a compatible future land use designation. Density will be determined by the accident potential zone density allowed for their property, not to exceed three d.u./acre.

A complete summation of allowable uses and pertinent development guidelines for the V-3 zoning district is included within the addenda of this report. Highlights are as follows:

Permitted Uses:

1. Single-family detached dwellings and their customary accessory structures.
2. Private marina.
3. Family day care homes and family foster homes.
4. Golf courses.
5. Country clubs and their customary accessory uses.
6. Places of worship.

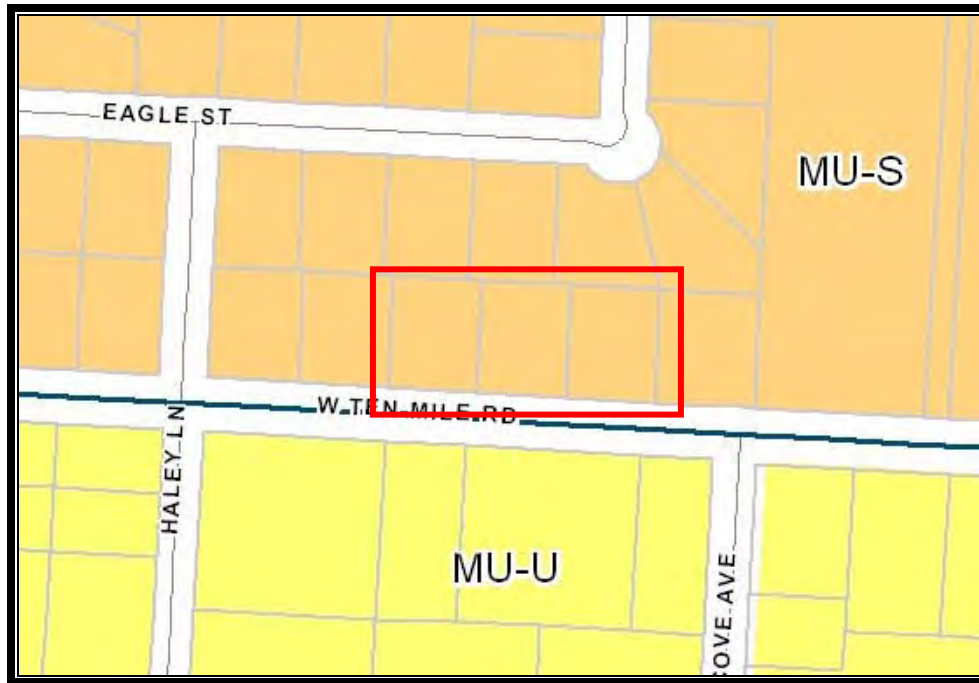
CURRENT ZONING MAP



Future Land Use - The subject property is located within the MU-S future land use designation. This designation is consistent with the previously stated zoning classification.



## FUTURE ZONING MAP



Concurrency - Development orders or permits require a Certificate of Concurrency with approval contingent upon a finding that adequate public facilities (e.g., roadways, water/sewer, parks, drainage, and waste) will be available concurrent with the impact of the proposed development. We are not aware of any concurrency issues associated with this location.

In summary, the subject property contains a total of 3 vacant residential lots within the Brookhollow residential subdivision. The plat map for the subject property is recorded at Plat Book 10, Page 1 of the Public Records of Escambia County.

Restrictions: No deed restrictions or subdivision covenants for Brookhollow subdivision could be found in the public records of Escambia County Florida.

## ASSESSMENT AND TAXES

Each of the subject's 3 lots is assessed to Parker Custom Built Homes Inc., whose mailing address is listed as 2711 Stallion Road in Cantonment, Florida 32533. Below, we present the most recent year 2010 assessment and tax data for the subject's lots.

<b>SUMMARY OF YEAR 2010 ASSESSMENTS AND TAXES FOR THE SUBJECT'S 3 LOTS</b>				
PARCEL NUMBER	ASSESSMENT	LAND	IMPROVEMENTS	TAXES
211N303500002002	\$23,750	\$23,750	None	\$379.57
211N303500003002	\$23,750	\$23,750	None	\$379.57
211N303500004002	\$23,750	\$23,750	None	\$379.57
<b>TOTALS</b>	<b>\$71,250</b>	<b>\$71,250</b>	<b>NONE</b>	<b>\$1,138.71</b>

The 2010 assessment for the subject lots is \$23,750/lot or \$71,250 total. The 2010 tax liability for each lot is \$373.57 or a total of \$1,138.71. Compared to similar properties, the assessment and tax liability appears reasonable.

## HISTORY OF PROPERTY

The subject's three lots have been under the current ownership since 2006 per public records. A warranty deed recorded in OR Book 5818, Page 87 indicates that Parker Custom Homes Inc. (grantee) purchased the three subject lots on January 10, 2006 for \$99,000 (\$33,000/lot) from Derrick Sammons and Todd Winans (grantors). This transaction occurred some five years ago near the height of the market, thus, we do not give it consideration in this analysis. This deed is included in the addenda of this report for the reader's review. The date of the development of the subdivision is unknown; however, the date on the subdivision plat map is August 1976.

Each of the three subject lots were previously listed in the local MLS (#372306, 372325, 372280) as vacant lots on July 2, 2009 at an asking price of \$39,900. These listings expired on December 10, 2009 at the same price. Prior to this, each of the subject lots were listed on November 14, 2005 (291142, 291143, 291144) for \$35,000 each, and subsequently was withdrawn from the market at the same price on December 5, 2005.

We also found the subject lots listed in MLS as part of a pre-construction home package. These packages were listed several times between 2007 and 2009 as dwellings ranging from 1,230 SF to 1,552 SF and ranging in price from \$154,900 to \$169,900. We are not aware of any other listings or pending sales involving the subject lots. Furthermore, we are not aware of any other closed sales, pending sales or active listings involving the subject property within the past five years.

### **GENERAL AREA DATA**

A detailed description and analysis of the broad market area is included in the addenda. Based on our analysis, we are of the opinion that the demand for real estate should remain generally consistent in the broad market area.

## NEIGHBORHOOD DATA

The subject is located in the community of Cantonment, which is located in central Escambia County, Florida, approximately 15 miles north of the City of Pensacola. The neighborhood boundaries are identified as the Escambia River to the east, Quintette Road to the north, the Perdido River to the west and Interstate 10 to the south. The general area is comprised of mostly low to medium density residential usage with supportive commercial development along busier roadways, mainly Highway 29 and Nine Mile Road (Highway 90). Over the years, this area as a whole has experienced a significant amount of growth in the form of residential development, supportive commercial (shopping centers, free-standing retail), and other uses (schools, other governmental), as expansion outward from the city of Pensacola. The area also benefited from the many jobs provided by International Paper. Generally, as one progresses northward, residential densities decrease.

The main north-south roadway through the subject neighborhood is U.S. Highway 29. This roadway has a 300' right-of-way and varies from four to six lanes. Located along U.S. Highway 29 within the general vicinity of the subject are several churches, banks, mobile homes dealerships, medical clinics, convenience stations, a Winn Dixie supermarket, a Wal-mart, and numerous fast-food restaurants and small commercial establishments. Many local businesses directly or indirectly function from the operations of the International Paper plant, which provides substantial employment opportunities to local residents. The location of the subject property is considered suburban. Many of the residences are commuters employed in the nearby population center of Pensacola. A considerable amount of the commerce in the area to the north is agricultural and forestry related.

There have been some new residential developments in the Cantonment area as the demand for housing expands north and west of the Pensacola area. Housing options in the subject's neighborhood consist of mobile homes, single-family residences and a few apartment complexes scattered along Highway 29. The age of the aforementioned housing options range from new to sixty years. Prices for housing in the neighborhood generally range from \$40,000 to \$350,000.

Newer subdivisions within the subject neighborhood include "Cardinal Creek", a 42-lot subdivision located  $\pm 2$  miles north of the subject on the west side of Highway 29. This development was completed in late 2008, with lots being taken down by Adam's Homes. In the past year, the subdivision has had four improved sales ranging from \$129,900 to \$151,850. Currently, there are five listings of new construction homes ranging from \$127,020 to \$157,900. Per the County Appraiser, there are currently 19 vacant lots (45% vacancy).

Located  $\pm 2.5$  miles northwest of the subject and in very close proximity to "Cardinal Creek" is "Grande Oaks Farm", a 133-lot subdivision on the west side of Tate Road. This subdivision was recorded in 1990; however, a recent addition containing 64 lots was recorded in 2005. In the past year, there have been three improved sales in this subdivision ranging from \$200,000 for a 2,312 SF home to \$360,000 for a 3,286 SF home. Currently, there is only one listing for \$299,900. There are 56 vacant lots in this subdivision (42% vacancy).

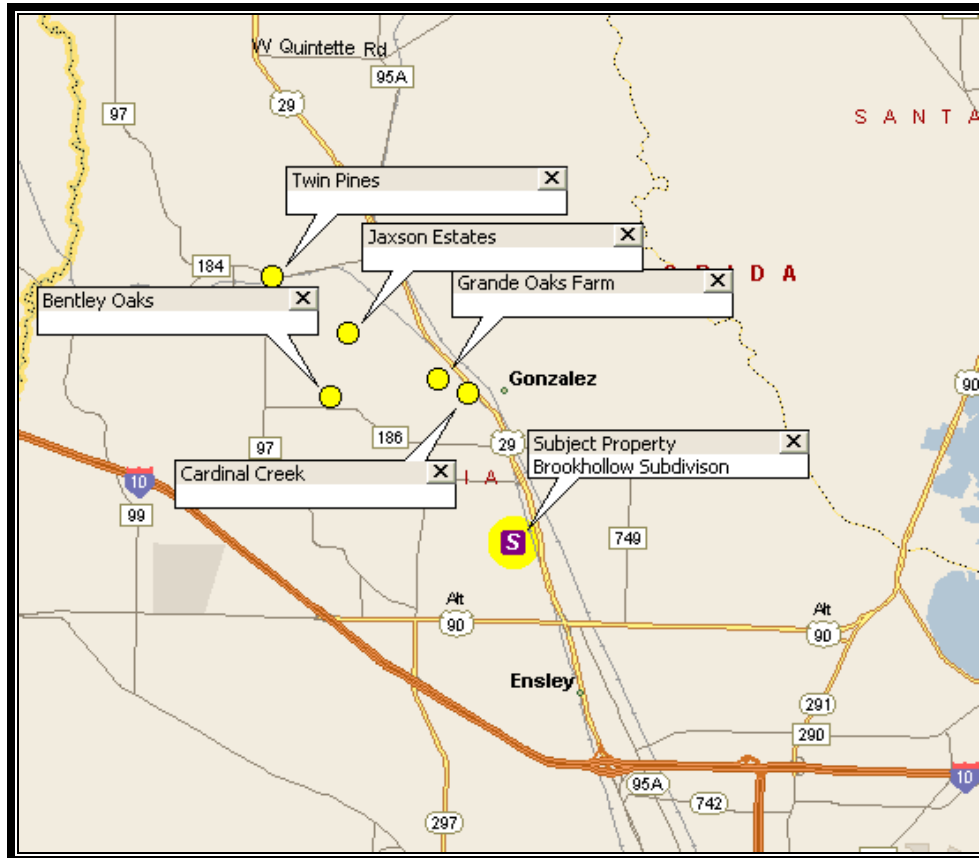
"Bentley Oaks" is a 199-lot subdivision developed by the Mitchell Company located  $\pm 3.5$  miles northwest of the subject on the north side of East Kingsfield Road. The first phase was recorded in 2005 and includes 117 lots, while the second phase of this development was recorded in 2007 and includes 82 lots. In the past year, the subdivision has had 13 improved sales ranging from \$105,000 to \$169,900. There are

currently 7 active listings, ranging from \$129,900 to \$239,000. There are 48 vacant lots in this subdivision (24% vacancy).

“Jaxson Estates”, located  $\pm 4$  miles northwest of the subject on the west side of Louis Street, is a 90-lot residential subdivision recorded in 2009. In the past year there has been only one sale in this development, which a newly constructed house for \$115,000. There are currently no homes listed for sale in this subdivision. Presently, there are 84 vacant lots (93% vacancy).

“Twin Pines” is located  $\pm 5$  miles northwest of the subject property on the south side of Muscogee Road. This development was completed in two phases between 2004 and 2008. This subdivision contains 59 lots being developed by Adam’s Homes. In the past year, the development has had three improved sales from \$124,900 to \$153,000. There are currently two homes listed for sale in the development, one for \$129,900 and the other for \$181,400. Presently, the County Appraiser indicates that 30 of these lots are vacant (51% vacant).

The following map shows the locations of these newer developments in relation to the subject property.



But the residential market remains over-supplied, as evidenced by the abundance of listings for single-family residences and lots. We observe minimal sales activity, but prices appear to have stabilized somewhat during over the past year. Of addition concern are the high levels of foreclosures occurring, which are not expected to peak until next year, and these foreclosures will continue to supplement the supply to an already over supplied market.

According to information gathered from Metro Market Trends, a total of 422 (35.2/month) single-family homes sold from \$100,000 to \$300,000 in the year 2006 in Cantonment. In 2007 the number of single-family home sales in the same price range dropped to 315 (26.3/month), indicated a 25.4% decline. In 2008, single-family home sales in this range further declined to 295 (24.6/month), indicating additional decline of 6.3%. In 2009, 283 (23.6/month) single family homes were sold, indicating further decline by 4.1%. In 2010, 261 (21.8/month) single family homes sold, indicating further

decline by 7.8%. From January to mid-April 2011, 67 (19.1/month) single family homes sold, indicating additional decline and a 45.7% overall decrease since 2006. This data indicates a continued situation of less demand and over supply, but prices appear to be leveling.

In summary, the MMT statistics support what local Realtors and developers have been reporting in regards to a declining demand for residential homes, thus resulting in a similar decline in demand for residential land. We observe a situation of extreme oversupply and high levels of foreclosures occurring, which will eventually add additional supply to an already over supplied market. We are of the opinion that the demand levels within this general area are declining and there is uncertainty at this time, as the outlook of the market is not immediately predictable into the foreseeable future. Improvement of national economic conditions is also a likely prerequisite for full recovery of the local real estate market.



## PROPERTY DESCRIPTION

The subject contains 3 lots within Brookhollow subdivision. The location of these lots within the larger Brookhollow development may be seen in the previously presented aerial map. The size of each lot is 0.35 acres, with each lot being  $\pm 110'$  wide and  $\pm 140'$  deep.

According to the previously presented Department of Agriculture Soil Survey data, the subject's lots are comprised primarily of well to somewhat excessively drained soils, which are conducive to most urban development. Observation of the improvements within the surrounding area and on adjacent lots indicate there is sufficient soil bearing capacity to support the improvements typically found in residential areas. Upon inspection, subject's lots all appear relatively level, and we see that the larger subdivision benefits from common storm water drainage system and retention areas. The lots are lightly wooded with some underbrush and other natural vegetation.

The Federal Emergency Management Agency Flood Insurance Rate Map number 12033C0295G indicates the subject's lots are situated within the "X" flood zone, an area of minimum flooding. A copy of the applicable flood map was previously presented within the exhibits section of this report.

All three lots are accessed via West Ten Mile Road, which is an asphalt-paved roadway, with a 66'-wide right-of-way. All necessary utilities are available to the subject lots, including public sewer service. Other amenities to the larger Brookhollow subdivision include asphalt-paved streets, concrete curb and gutter system, underground utilities, and common storm water retention area.

In summary, the subject's 3 vacant residential lots are well suited for their intended residential use, and have been specifically constructed for such purpose.

## HIGHEST AND BEST USE

The highest and best use is defined as: "The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value."<sup>2</sup> In estimating the highest and best use of the subject property, the following four criteria were taken into consideration:

- 1) The uses legally permissible at the site
- 2) The uses physically possible on that site
- 3) Financially feasible uses of the site
- 1) The maximally productive use of the property

### "AS VACANT"

Legally Permissible Uses: The subject's 3 lots are within the V-3, Village Single Family Residential High Density district and a mixed-use future land use district. According to the zoning code for the V-3 district, single-family dwelling structures are permitted to a density of five units per acre. Other permitted uses include the growing of vegetables or other food crops, public utilities, private marina, or family day care homes. Also, the subject lots are within the Brookhollow subdivision. We could not find any subdivision covenants and restrictions for this subdivision in the Escambia County Florida public records; therefore, we are unaware of any further legal restrictions on the subject property other than county zoning.

Physically Possible Uses: As vacant, the subject's 3 lots have site areas with an average of ±15,400 SF (0.35 acres). Due to zoning setback restrictions and lot coverage ratios, only one single-family dwelling can be placed on each of the subject

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<sup>2</sup> *The Appraisal of Real Estate, Thirteenth Edition* (Chicago, IL: Appraisal Institute, 2008), 278.

lots. They are well planned/configured within the larger Brookhollow development. The lots appear mostly level and wooded with some hardwoods and natural vegetation, and soils are assumed conducive for residential development. Based upon their layout, as well as the zoning restrictions placed upon them previously cited, we see no other physically possible use for the subject lots other than for residential development.

Financially Feasible Uses: The subject lots are of a typical size and are in conformance with the general market. In addition, the “Brookhollow” subdivision is designed for development with moderate-priced housing. New single-family subdivisions within the general area have suspended development, with minimal improved sales and stalled construction within the past year. We observe much surplus and unsold inventory (including vacant and improved lots) in the surrounding market. As discussed, MMT statistics for the subject’s surrounding neighborhood reveal that, prices have exhibited more stability in recent months, and absorption has gradually decreased leaving us with little reason to believe that the situation of oversupply will be alleviated in the near term. Therefore, considering the abundance of available lots and underdeveloped subdivisions in the area, and also the current flat to declining market conditions, we believe the only feasible use at this time would be to market the lots under the slow absorption presently evident or to hold the lots speculatively.

Maximally Productive Use – Based on the previous legally, physically and financially feasible analyses, we conclude that the highest and best use is to hold the lots speculatively for single- family development.

## **APPROACHES TO VALUE**

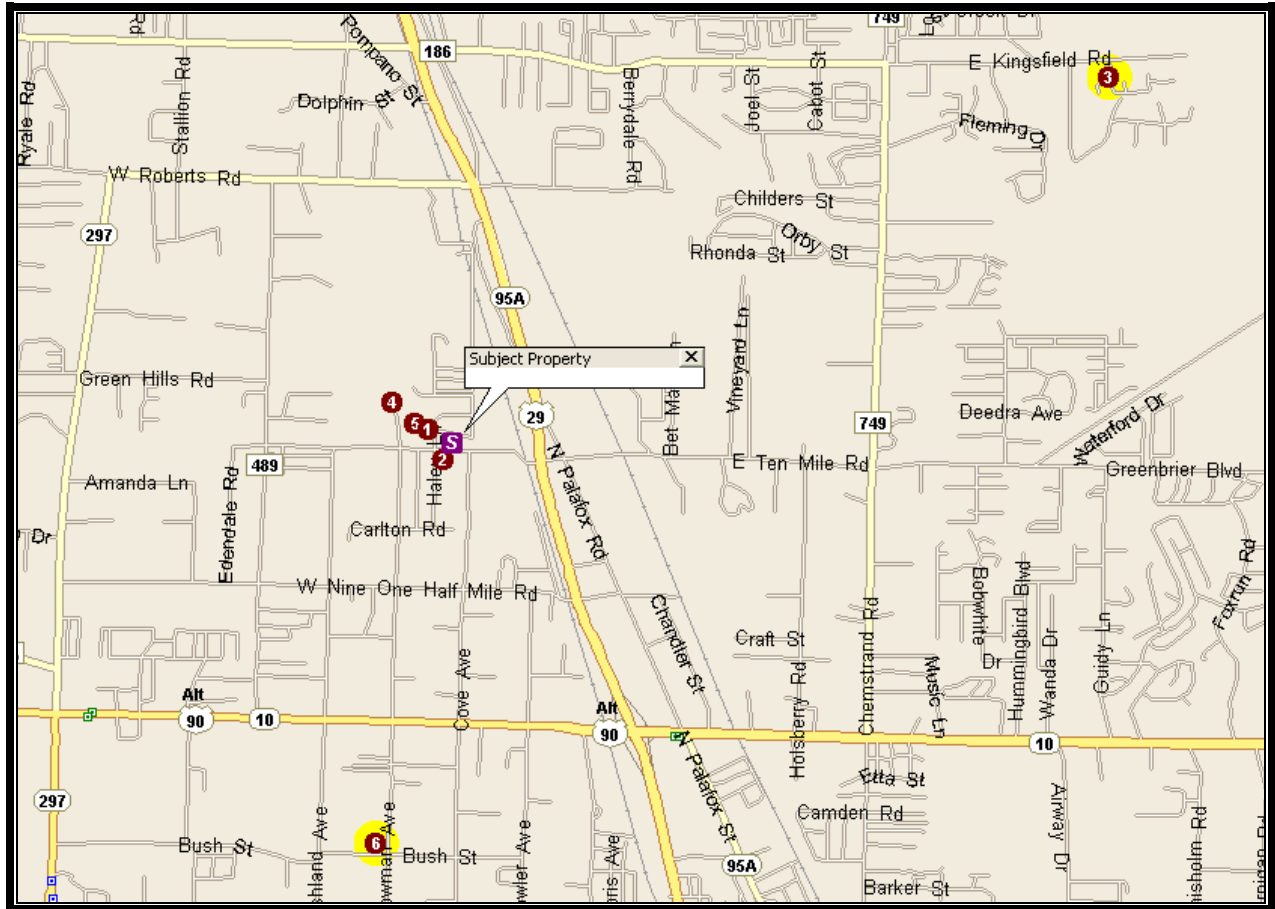
Our valuation will employ the Sales Comparison Approach to value. The Cost Approach is not applicable, as this is an appraisal analysis of vacant land. Because the subject is comprised of only three lots and we observe an absorption rate of more than four lots per quarter, we believe that the Income Approach is not applicable. Additionally, we have searched the market for smaller group lot purchases of up to four lots and have found no significant discount present in the current market for a group purchase of three lots.

### **SALES COMPARISON APPROACH**

The Sales Comparison Approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property than the price of purchasing a similar property of equal utility on the open market. The Sales Comparison Approach is much like the approach taken by buyers who consider several offerings of properties before deciding to purchase a particular property.

Under the sales comparison approach, the appraiser seeks out sales of comparable type properties, i.e., subdivision lots, which are compared to the developed lots of the subject property. In the case of the subject lots, an analysis of subdivisions proximate to the subject produced sufficient data for retail lot pricing. Our analysis of lots includes lot sales from similar developments similar within the general market area. With this in mind, we proceed with the valuation of the subject lots. On the following pages, we will analyze the most recent lot sales within these comparable subdivisions.

# LOCATION MAP FOR SUBJECT AND COMPARABLES



## Land Sale No. 1

### Property Identification

**Record ID** 4794  
**Property Type** Vacant Residential lot  
**Property Name** Vacant Residential Lot  
**Address** 1639 Eagle Street, Cantonment, Escambia County, Florida  
32533  
**Location** Brookhollow SD  
**Tax ID** 211N303500001004  
**Date Inspected** 04/28/2011  
**Present Use** Single Family Dwelling

### Sale Data

**Grantor** Robert E. & Marilyn K. Davis  
**Grantee** A Needles Construction LLC  
**Sale Date** August 24, 2010  
**Deed Book/Page** 6630, 688  
**Property Rights** Fee Simple  
**Conditions of Sale** Arm's Length  
**Financing** Cash to seller  
**Sale History** None in previous three years  
**Verification** Other sources: Public records, MMT. Confirmed by David Singleton

**Sale Price** \$25,000

### Land Data

**Zoning** V-3, Village Single Family Residential  
**Topography** Level, cleared  
**Utilities** All available  
**Dimensions** 177 x 130.85 x 168.61 x 71  
**Shape** Rectangular  
**Rail Service** None available  
**Flood Info** Zone "X", minimal probability  
**Highest & Best Use** Single Family Residential  
**Encumbrances** None adverse noted

### Land Size Information

**Gross Land Size** 0.390 Acres or 16,988 SF  
**Front Footage** 177 ft Eagle Street

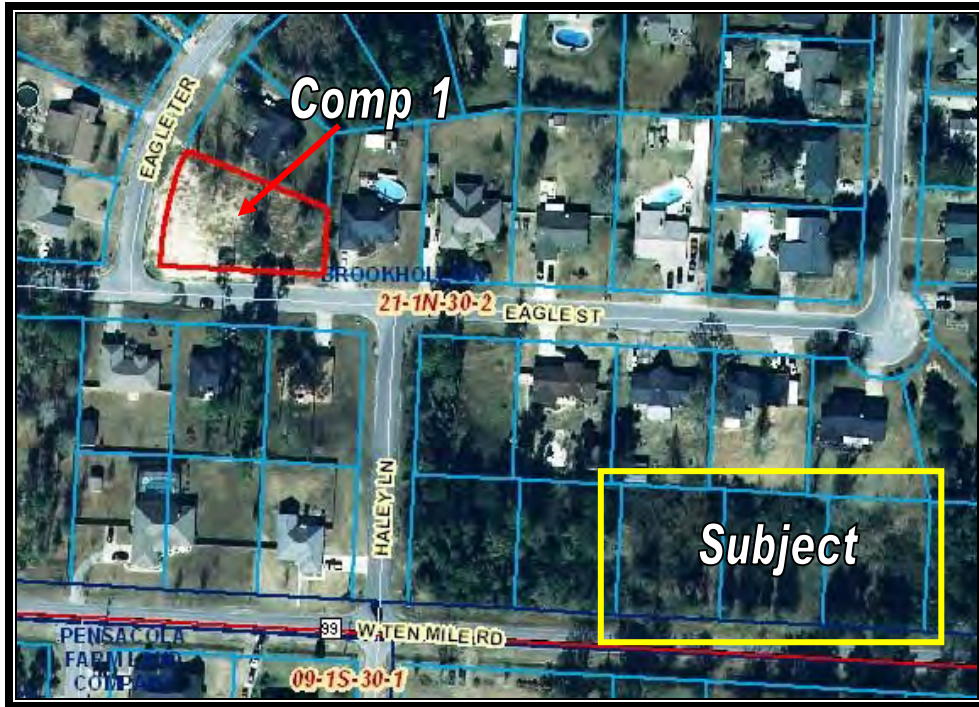
### Indicators

**Sale Price/Gross Acre** \$64,103  
**Sale Price/Lot** \$25,000

### Remarks

This is the sale of a residential lot within the older Brookhollow subdivision, located along the north side of W. Ten Mile Road, east of Hwy 29 in Cantonment, FL. The site benefits from access to all public utilities; although, some older dwellings in the development were built before the availability of public sewer service and are on septic tanks. The site was purchased by a local homebuilder, who subsequently constructed a 1,700 SF, 3/2, brick house with a double garage. This dwelling sold for \$159,000 on December 22, 2010.

AERIAL PHOTOGRAPH OF COMPARABLE 1



## Land Sale No. 2

### Property Identification

**Record ID** 4796  
**Property Type** Vacant Residential  
**Property Name** Vacant Residential Lot  
**Address** Ten Mile Road, Cantonment, Escambia County, Florida 32534  
**Location** Between Cove Ave and Haley Lane, SS of W. Ten Mile Rd  
**Tax ID** 09-1S-30-2101-167-003  
**Date Inspected** 04/28/2011  
**Present Use** Vacant Site

### Sale Data

**Grantor** Linda S. & Howard D. Smith  
**Grantee** Victor & Wanda Daigle  
**Sale Date** February 28, 2011  
**Deed Book/Page** 6695, 32  
**Property Rights** Fee Simple  
**Conditions of Sale** Arm's Length  
**Financing** Cash to seller  
**Sale History** None in previous three years  
**Verification** Other sources: public records, MMT, Confirmed by David Singleton

**Sale Price** \$22,000

### Land Data

**Zoning** R-3  
**Topography** Level, some trees  
**Utilities** All available  
**Dimensions** 100 x 218.16 x 100 x 217.14  
**Shape** Rectangular  
**Flood Info** Zone "X", minimal probability  
**Highest & Best Use** Residential  
**Encumbrances** None noted

### Land Size Information

**Gross Land Size** 0.500 Acres or 21,780 SF  
**Front Footage** 100 ft W. Ten Mile Road

### Indicators

**Sale Price/Gross Acre** \$44,000  
**Sale Price/Lot** \$22,000

### Remarks

This is the sale of a vacant parcel of land located along the south side of W. Ten Mile Road, west of Highway 29 in Cantonment, FL. This parcel was purchased by an adjacent land owner. The site was very shaded with several trees and light underbrush. All public utilities are available to this site along W. Ten Mile Road.



AERIAL PHOTOGRAPH OF COMPARABLE 2



### Land Sale No. 3

#### Property Identification

**Record ID** 4766  
**Property Name** Vacant Residential Lot  
**Address** 11679 Wakefield Dr., Pensacola, Escambia County, Florida  
**Location** WS Wakefield Dr. S of E. Kingsfield Rd.  
**Tax ID** 18-1N-30-7007-007-002  
**Date Inspected** April 4, 2011  
**Present Use** Single Family Dwelling

#### Sale Data

**Grantor** Carissa L. Romero  
**Grantee** A. Needles Construction, LLC  
**Sale Date** August 18, 2010  
**Deed Book/Page** 6628 298  
**Property Rights** Fee Simple  
**Marketing Time** 146 Days  
**Conditions of Sale** Arm's Length  
**Financing** Cash to Seller  
**Instrument** General Warranty Deed  
**Verification** Stephen Shannon; 251-979-1200, April 04, 2011; Other sources: MLS 387020, Confirmed by Bruce A. Black

**Sale Price** \$22,000 DS \$154.00

#### Land Data

**Zoning** V-1, Villages single family residential  
**Topography** Mostly Level  
**Utilities** No Sewer  
**Dimensions** 95.12' x 145.13' x 95.11' x 144.36'  
**Shape** Rectangular  
**Flood Info** Zone X, Minimal Flood Probability  
**Highest & Best Use** Present Use

#### Land Size Information

**Gross Land Size** 0.316 Acres or 13,768 SF  
**Front Footage** 95 ft Total Frontage: 95 ft WS Wakefield Drive

#### Indicators

**Sale Price/Gross Acre** \$69,605  
**Sale Price/Lot** \$22,000

#### Remarks

This is a sale of a typical residential lot located within the Highland Downs subdivision off of East Kingsfield Road in Pensacola, FL. The lot has been developed since the sale with a single-family dwelling.

**AERIAL PHOTOGRAPH OF COMPARABLE 3**



## Land Listing No. 4

### Property Identification

**Record ID** 4795  
**Property Type** Vacant Residential  
**Property Name** Vacant Residential Lot  
**Address** 3318 Durney Drive, Cantonment, Escambia County, Florida  
32533  
**Location** Brookhollow Acres  
**Tax ID** 211N30-3000-000-010  
**Date Inspected** 04/28/2011  
**Present Use** Vacant Site

### Sale Data

**Grantor** Sonya Lisa Burrell  
**Survey Date** April 28, 2011  
**Property Rights** Fee Simple  
**Marketing Time** 423 days  
**Conditions of Sale** Arm's length  
**Financing** All available  
**Sale History** None in previous three years  
**Verification** Art Gottily, Listing Agent; 850-484-8326, May 02, 2011; Other sources: MLS384624, public records, Confirmed by David Singleton

**Listing Price** \$29,900

### Land Data

**Zoning** V-3, Village Single Family Residential  
**Topography** Some large oak trees, mostly level  
**Utilities** No public sewer  
**Shape** Irregular  
**Flood Info** Zone "X"  
**Highest & Best Use** Single family development  
**Encumbrances** None noted

### Land Size Information

**Gross Land Size** 0.590 Acres or 25,700 SF  
**Front Footage** 110 ft Durney Drive

### Indicators

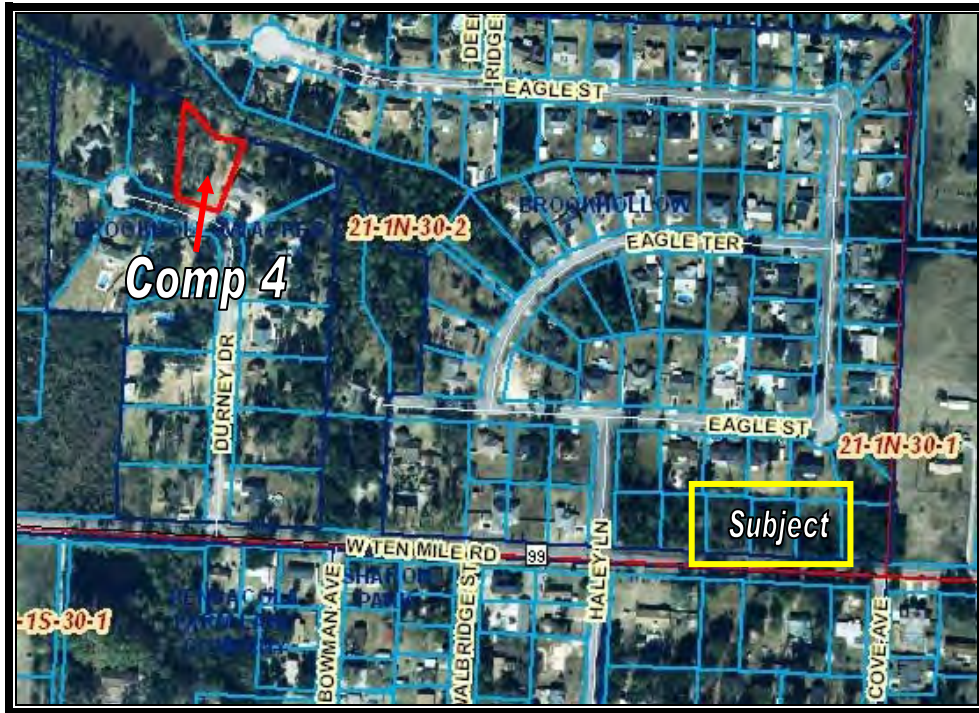
**Sale Price/Gross Acre** \$50,678  
**Sale Price/Lot** \$29,900

### Remarks

This is the listing of a residential lot located in the older Brookhollow Acres subdivision, which contains only one street. There is no public sewer service available to this site. This is the vacant lot in this 16-lot subdivision. The listing agent reports some interest in the property.

Listing History: Initially listed on 01/25/2010 for \$38,000 and has steadily been reduced to its current asking price on 01/13/2011.

AERIAL PHOTOGRAPH OF COMPARABLE 4



## Land Sale No. 5

### Property Identification

**Record ID** 4558  
**Property Type** Residential Lot, Vacant Residential Lot  
**Property Name** Vacant Residential Lot  
**Address** 1435 Keylan Cove, Pensacola, Escambia County, Florida 32534  
**Location** Keylan Cove S/D  
**Tax ID** 101S301001080002  
**Date Inspected** 10/13/2010  
**Present Use** Vacant Residential

### Sale Data

**Grantor** Moore Homeworks Inc.  
**Grantee** Leonard B. Daniels  
**Sale Date** September 14, 2010  
**Deed Book/Page** 6645,861  
**Property Rights** Fee Simple  
**Marketing Time** 198 days  
**Conditions of Sale** Arm's Length  
**Financing** Cash to seller  
**Sale History** None in past three years  
**Verification** John Douglas, Listing Agent; 850-324-3655, October 13, 2010;  
Other sources: MLS#384599, Public Records, Confirmed by  
David Singleton

**Sale Price** \$20,000

### Land Data

**Zoning** R-3  
**Topography** Level, cleared, dry  
**Utilities** All public available  
**Dimensions** 39 X 124  
**Shape** Rectangle  
**Flood Info** Zone X, minimal probability  
**Highest & Best Use** Single family development  
**Encumbrances** None noted

### Land Size Information

**Gross Land Size** 0.110 Acres or 4,792 SF  
**Front Footage** 3 ft Keylan Cove

### Indicators

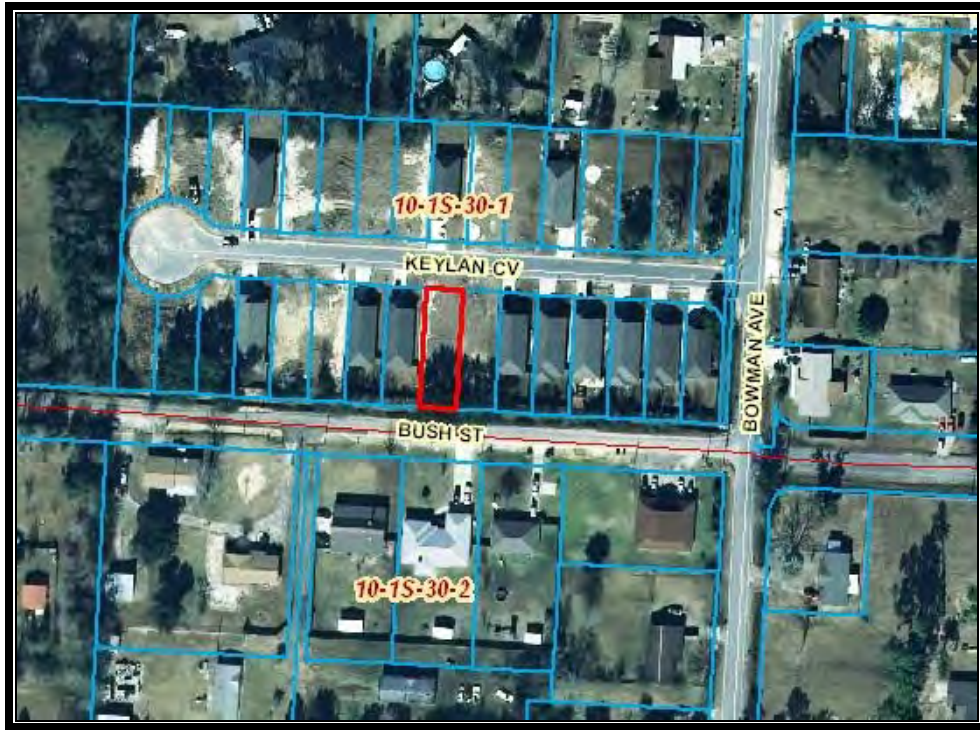
**Sale Price/Gross Acre** \$181,818  
**Sale Price/Lot** \$20,000

### Remarks

This is the sale of vacant lot within the Keylan Cove subdivision, located off Bowman Road in Pensacola, Fl. This was a short sale; however, the listing agent believes that the selling price represented market value at the time of transfer. The bank paid approximately \$1,000 in closing costs. The lot benefits from access to all public utilities.



**AERIAL PHOTOGRAPH OF COMPARABLE 5**



The above described comparables are organized in the following grid to facilitate comparison with the subject and to provide structure for our adjustment process.

LOT COMPARABLE COMPARISON GRID											
ITEM	SUBJECT	COMPARABLE 1		COMPARABLE 2		COMPARABLE 3		COMPARABLE 4		COMPARABLE 5	
Location	Brookhollow	Brookhollow		Ten Mile Road		Highland Downs		Brookhollow Acres		Keylan Cove	
Prox to Subj	N/A	Subject SD		Across Street		2.75 Miles NE		Adjacent SD		1.5 Miles SW	
Site Area (Ac)	0.35 Ac (Avg)	0.39		0.50		0.32		0.59		0.11	
Sales Price	N/A	\$25,000		\$22,000		\$22,000		\$29,900		\$20,000	
Prop Rights	Fee Simple	Similar		Similar		Similar		Similar		Similar	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$29,900		\$20,000	
Financing	Cash or Eqv	Similar		Similar		Similar		Similar		Similar	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$29,900		\$20,000	
Cond of Sale	Arm's Length	Similar		Similar		Similar		Negotiations	-20%	Similar	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$23,920		\$20,000	
Buyer Expend	None	Similar		Similar		Similar		Similar		Similar	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$23,920		\$20,000	
Time/Mkt Con	Apr-11	Aug-10		Feb-11		Aug-10		Current		Sep-10	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$23,920		\$20,000	
Location	Brookhollow	Similar		Similar		Similar		Similar		Inferior	5%
Site Area (Ac)	0.35 Ac (Avg)	0.39		0.50		0.32		0.59		0.11	20%
Utilities	All Available	Similar		Similar		No Sewer	5%	No Sewer	5%	Similar	
Topography	Typical Soils	Similar		Similar		Similar		Similar		Similar	
Amenities	U/G Utilities	Same		Similar		Similar		Similar		Similar	
Net Phys Adj %	N/A		0%		0%		5%		5%		25%
Adjusted Value		\$25,000		\$22,000		\$23,100		\$25,116		\$25,000	

Unit of Comparison - A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per SF, price per acre, price per front foot, price per SF of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust comparables for size.



In this appraisal, and in the preceding grid, we have used the unit of comparison of "price per lot". We have chosen this unit of comparison because we believe this is the manner in which a typical buyer or seller would most likely frame an acquisition or disposition decision. Adjustments are then applied to the calculated unit of comparison to account for observed differences between the subject property and the comparables. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. Following is a brief explanation of adjustments applied in the comparison grid.

Property Rights - To the best of the appraiser's knowledge, all of the comparable sales were of fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required for this element of comparison.

Financing - The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparables represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale - To the best of the appraiser's knowledge, three of the sales were found to be "arms length" transactions without evidence of any undue influence or duress. For this reason, these comparables were sold under conditions of sale that are compatible with the market value definition and no adjustment is required. A negative adjustment is applied to the active listing to provide for a negotiation allowance in the estimation of anticipated price. Comparable 5 was a short sale; however, the sales

agent feels that the sale price was inline with market value considering the depressed residential market conditions in the area.

Buyer Expenditures – The comparables did not involve any extraordinary buyer expenditures for demolition, rezoning and/or environmental considerations, thus, no adjustments were necessary.

Time/Market Conditions – As the comparable sales occurred within the past eight months, no adjustments are required for differences in time/market conditions.

Location/Appeal – The subject lots are located within an area of medium density residential development. Four of the comparable sales are located in relative close proximity to the subject property and are considered similar with respect to appeal to the market. Comparable 5 is located in an area dominated by smaller, more moderately priced housing, thus, we apply a positive adjustment for this slightly inferior location.

Site Area – The subject lots contain, on average, ±0.35 acre and are being compared to properties varying in size from 0.11 to 0.59 acre. A positive adjustment is applied to comparable 5 to account for its considerably smaller size. No other adjustments are required.

Utilities - All utilities are available to the subject and three of the comparables; therefore, no adjustments are necessary. Two comparable do not have access to public sanitary sewer, and we apply positive adjustments to account for this.

Topography - The subject lots and each of the comparables have reasonably similar topography and typical soils with sufficient upland area to accommodate residential development; no adjustments are warranted.

Project Amenities – The subject development features underground utilities and asphalt roadways with concrete curbs and gutters typical of newer subdivisions within the area, which is similar to each of the comparable sales.

Additional Information – We are aware of only one listing in the subject development, a one-acre, irregular-shaped lot listed for \$39,500 (MLS#386518). This lot is densely wooded and sits behind several other lots in the Brookhollow development with little roadway frontage. This property has been listed at \$39,500 since March 20, 2010 (403 days) with no offers for purchase and no price adjustments. We believe this listing to be grossly overpriced and do not consider it in our analysis.

Summary and Reconciliation of Individual Lot Value - The comparable sales indicate an adjusted value range of from \$22,000 to \$25,116 per lot, with a mean of \$24,043. All five comparables are good indicators of value for different elements of comparison. We place some weight on each of the comparables as we reconcile at a rounded \$25,000 for the subject lots.

**Estimated Value per Lot = \$25,000**

In determining the value of the subject's three lots, we are of the opinion that the value of the subject's three lots is the sum of the retail values of the three lots with no discounting necessary. We have observed multiple group lot sales of up to four in the subject neighborhood without significant discounting. Additionally, we have conducted an absorption study utilizing data from some of the area's newest subdivisions located proximate to the subject development, and believe that an absorption rate of four lots or better per quarter can be expected. As the subject is only comprised of three lots, we believe that a discounted cash flow analysis to be irrelevant. Therefore, we conclude that the value of the subject's three lots at \$25,000 per lot is \$75,000.

**FINAL VALUE OPINION**

**\$75,000**

**SEVENTY-FIVE THOUSAND DOLLARS**

## **ASSUMPTIONS AND LIMITING CONDITIONS**

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

## ASSUMPTIONS AND LIMITING CONDITIONS – CONT'D.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are - structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

## CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment is not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report.
9. No one provided significant professional assistance to the persons signing this certification.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, has completed the continuing education program of the Appraisal Institute.
14. We certify that we have not appraised the subject property within the previous three years.

*R. Shawn Brantley, MAI*

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R. Shawn Brantley, MAI, CCIM  
State-Certified General Appraiser  
Florida # RZ289

*D. Singleton*

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David C. Singleton  
Registered Trainee Appraiser  
Florida #RI23431

## **QUALIFICATIONS AS AN APPRAISER**

### **R. SHAWN BRANTLEY, MAI, CCIM, SRA**

#### **AFFILIATIONS/DESIGNATIONS:**

MAI Designation: Commercial appraisal designation awarded in 1994, Member #10514

CCIM Designation: Commercial investment designation awarded in 1999, Member #8500

SRA designation: Residential appraisal designation awarded in 1990. Member #42488

State Certified in Florida (State-Certified General Appraiser, RZ289) and Alabama (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

FHA Appraiser: Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

VA Appraiser: Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

Realtor: Member of Local Association, Florida Association, and National Association of Realtors.

Professional Service: Past President of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have serve extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

#### **EXPERIENCE:**

Over 20 Years of Experience: Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner/President of Martin, Brantley & Associates, Inc. from 1999-2004. Owner/Vice President of Martin, Brantley & Associates, Inc. from 1997-1998. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

Court Experience: Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc.

Varied Experience: Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive, Borrow Pits, Cemeteries, Churches, Commercial properties, Condemnation, Condominiums, Convenience stores, Cropland, Dental facilities, Distribution plants, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Freshwater marsh land, Golf courses, Greenhouses, Hair salons, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 5,300 acres, Leasehold interests, Liquor stores, Motels, Medical facilities, Manufacturing plants, Night Clubs, Offices, Partial Interests, Restaurants, Retail, Right-of-way, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

Geography of Experience: Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

Other Experience: Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values.

Partial List of Prior Clients:

Attorneys: Roy V. Andrews, Stephen Baker, Bill Bond, Robert Beasley, T.A. Borowski, Ken Brooks, Paul Fitzgerald, Paul Green, Edward T. Hines, Patrick Jackson, T. Sol Johnson, T. A. Leonard, Jack Locklin, Jr., Laura Melvin, William Mitchell, John Myrick, Lawrence W. Oberhausen, Steve Shell, Jeffery Slingerland, Dan Stewart, Margaret Stopp, John Trawick, David White

Banks: Bank of America, Bank of Pensacola, BB&T, Beach Community Bank, Hancock Bank, Peoples 1st, Compass Bank, 1st Nat'l Bank of Brewton, 1st Nat'l Bank & Trust of Crestview, 1st Nat'l Bank of Florida, Regions Bank, SunTrust, Vanguard Bank & Trust Company of Ft. Walton, Wachovia, Whitney Bank.

Governmental Agencies & Political Subdivisions: City of Pensacola, City of Pensacola, City of Destin, City of Gulf Breeze, Escambia County, Florida Department of Environmental Protection, Florida Dept. of Transportation, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

Corporate Clients: Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., Coldwell Banker Relocation, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

**EDUCATION:**

M.S. Real Estate, University of St. Thomas, 2007.

B.S., Finance & Investment Management, University of Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE COMPLETED</u>	<u>HOURS</u>	<u>SPONSOR</u>
Aviation Valuation	01/09	2	Pensacola Regional Airport
USPAP Update and Core Law	04/08	7/3	Florida Department of Transportation
Supervisor & Trainee Rules & Roles	04/08	3	Florida Department of Transportation
Advanced Appraisal Review	04/08	17	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	03/08	06	Dept. of Environmental Protection
Valuation of Conservation Easements	01/08	31	Appraisal Institute
Using the HP12C Calculator	11/06	07	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	08/06	40	University of St. Thomas
National USPAP	04/06	07	McKissock
Florida Laws & Regulations	04/06	03	McKissock
Advanced Appraisal Topics	01/06	40	University of St. Thomas
Business Practices & Ethics	12/05	08	Appraisal Institute
Statistical Analysis for Appraisal	08/05	40	University of St. Thomas
USPAP	10/04	07	McKissock
Legal Issues in Valuation	08/04	40	University of St. Thomas
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	03/04	16	Appraisal Institute
Timberland Appraisal Methods	02/04	12	Appraisal Institute
Florida State Law for Real Estate Appraisers	11/03	03	Appraisal Institute
Effective Appraisal Writing	08/03	07	Appraisal Institute
USPAP	11/02	04	Bert Rodgers
Communicating the Appraisal	11/02	04	Bert Rodgers
Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers



EDUCATION:

Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP "Core" Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice "C"	04/98	15	Appraisal Institute
USPAP "Core" Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S AI C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (FI431)	1984	60	University of Alabama
Real Estate Finance (FI 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

## QUALIFICATIONS AS AN APPRAISER

**DAVID C. SINGLETON**

### EDUCATION:

M.B.A., University of South Alabama, 2011

B.A., Communication & Business, University of South Alabama, 2006

Successful completion of the following courses and/or exams, which are specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE</u>	<u>HOURS</u>	<u>SPONSOR</u>
General Appraiser Sales Comparison Approach	2011	30	Appraisal Institute
15-Hour National USPAP Course	2011	15	Appraisal Institute
Mortgage Fraud	2010	7	Gold Coast Schools
Introduction to Commercial Appraisal	2010	3	Gold Coast Schools
Gen. Appraiser Market Analysis and Highest & Best Use	2010	30	Appraisal Institute
General Appraiser Site Valuation and Cost Approach	2010	30	Appraisal Institute
Real Estate Finance, Statistics and Valuation Modeling	2010	15	Appraisal Institute
Roles/Rules of Supervisors/Trainees; Florida Law	2009	15	Gold Coast Schools
USPAP Update	2009	7	McKissock
Advanced Income Capitalization	2009	40	Appraisal Institute
Basic Income Capitalization	2007	40	Appraisal Institute
Business Practices and Ethics	2007	8	Appraisal Institute
15-Hour National USPAP Course	2007	15	Appraisal Institute
Basic Appraisal Principles	2007	30	Appraisal Institute
Basic Appraisal Procedures	2007	30	Appraisal Institute

### EXPERIENCE:

Employed by Brantley & Associates Real Estate Appraisal Corp. as an Appraiser from 2009 to present.

Employed by Appraisal Associates, as an Appraiser from 2007 to 2009

### AFFILIATIONS:

Trainee Real Property Appraiser, State of Alabama, #T01790

Registered Trainee Appraiser, State of Florida, #RI23431

Associate Member, Appraisal Institute

SCOPE OF CLIENTS (Brantley & Associates): AmSouth Bank, Bank of America, Bank One, Bank of Pensacola, Bank of the South, Compass Bank, First American Bank of Pensacola, First National Bank of Florida, First Union Bank, Peoples First Community Bank, Nations Bank, Regions Bank, Southtrust Bank, SunTrust Bank, Whitney Bank, Vanguard Bank, Florida Department of Transportation, area attorneys, individuals, accountants and estates.

**ADDENDA**

## GENERAL AREA ANALYSIS

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida, Escambia and Santa Rosa. The MSA contains the cities of Pensacola, Milton and Gulf Breeze, and the towns of Century and Jay. The counties are situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as “The Western Gate to the Sunshine State”. The area is strategically placed between various large southern cities. It is located approximately 60 miles from Mobile, Alabama; 200 miles from New Orleans, Louisiana; 200 miles from Tallahassee, Florida; and 325 miles from Atlanta, Georgia. Escambia County has approximately 661 square miles with Santa Rosa County encompassing 1,024 square miles. There is an additional 100 square miles of water area within the county boundaries. A delineation of the boundaries is shown on the map below:



There are four forces that have significant influence on property values in the region. They are listed as follows:

ECONOMIC FORCES  
SOCIAL FORCES  
GOVERNMENTAL FORCES  
ENVIRONMENTAL FORCES

The interaction of these forces influences the value of real property in the market. The regional analysis is presented with these factors in mind.

ECONOMIC FORCES: The analysis of economic trends will be confined to the local economy as most applicable to the subject of the appraisal. This category will evaluate trends in employment and housing trends within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon governmental expenditures (primarily military); however, tourism, industry, health care and education make up the majority of its workforce and economy. At the present time, 36% of the work force is employed by the service industry, 16% by the retail trade industry, and 21% is employed by federal, state and local government. In an effort to diversify the past/existing labor trend, local government has intensified their efforts in securing new industry to the area. This effort commenced in the late 1980s and continues through the present time. Per the U.S. Bureau of Labor Statistics, the area's unemployment rate as of February 2010 was 11.5%, which ranks at 262<sup>nd</sup> lowest unemployment in the U.S. of 372 tracked metropolitan areas.

As stated, military personnel have had a profound effect upon the area's economy. Escambia and Santa Rosa Counties are host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and NAS Whiting Field. Known as the "Cradle of Naval Aviation", Naval Air Station Pensacola serves as the launching point for the flight training of every Naval Aviator, Naval Flight Officer (NFO), and enlisted aircrewman. In addition, approximately 32,000 aviation personnel in aeronautical technical phases of naval operations are trained here. The Pensacola Naval Complex in Escambia and Santa Rosa counties employs more than 16,000 military and 7,400 civilian support personnel.<sup>3</sup>

The majority of Naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is NAS Pensacola, which is located southwest of Pensacola's central business district at the entrance to Pensacola Bay. Additional military facilities include Eglin Air Force Base and Hurlburt Field. These facilities are located mostly in

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<sup>3</sup> NAS Pensacola, Commanding Officer, Naval Air Station Pensacola, www.naspensacola.navy.mil (10/15/2007)

Okaloosa County but do provide economic impact to Santa Rosa County, and to a lesser extent, Escambia County.



On August 27, 2005, the Defense Base Realignment and Closure Commission (BRAC) completed their final recommendations for base realignments and closures. Those recommendations affecting the Pensacola installations include the transfer of the Defense Finance and Accounting Services (400 jobs), the Officer Training Command (738 jobs), the Naval Aeromedical Research Laboratory (40 jobs), and Space and Naval Warfare Systems (139 jobs). This resulted in a loss of approximately 1,317 jobs; however, this loss was offset by BRAC's recommendation to transfer Randolph Air Force Base's undergraduate pilot and navigator training to NAS Pensacola. This transfer resulted in a gain of approximately 625 jobs, thus the net loss to NAS Pensacola was approximately 692 jobs. In summary, the current outlook for the future of NAS Pensacola looks positive.

The 2005 BRAC recommendations also affected Egin Air Force Base, resulting in a net gain of 2,200 jobs. Egin is the largest Air Force base in the world. It covers three counties and over 724 square miles of land and 123,000 square miles into the Gulf of Mexico. More than 20,000 jobs and \$1.4 billion are tied directly to activities at Egin Air Force Base, Hurlburt Field and Duke Field.

Other major employers in the region include:

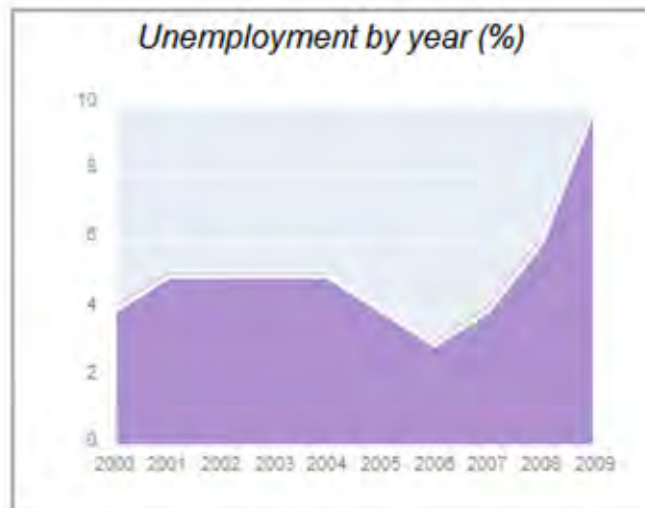
Company Name	No. Emp.	Principal Business
Local Government	15,790	Government Services
Federal Government	7,403	Government Services
State Government	5,970	Government Services
Sacred Heart Health System	5,000	Health Care Service
Baptist Health Care	3,163	Health Care Service
Lakeview	2,000	Health Care Service
Gulf Power Company	1,400	Electric Utility
Ascend Performance Materials	1,400	Nylon Fiber/Industrial Organic Chemicals
West Florida Hospital	1,300	Health Care Service
University of West Florida	1,231	Education
Navy Federal Credit Union	1,200	Financial Institution
Pensacola Christian College	1,000	School and Publishing
West Corporation	800	Broadband wireless support
Pensacola Junior College	709	Education
Cox Communications Gulf Coast	645	Communication Services
Medical Center Clinic	627	Health Care Service
Santa Rosa Medical Center, Inc.	530	Health Care Service
ECUA	518	Public Utilities
Wayne Dalton Corporation	500	Garage Door Manufacturer
International Paper	500	Paper Products
CHCS Services, Inc.	450	Insurance Claims
Pensacola News Journal	450	Newspaper
SMG Food Services	387	Entertainment & Food Services
Armstrong World Industries	300	Acoustical Ceiling Products
DANA Coupled Products	250	Automobile Brake Systems
General Electric	250	Wind Energy Systems

These employers represent a broad base of industries.

A significant number of jobs in the service sector are provided by the health care industry. Pensacola is a regional center for medical care in Northwest Florida and South Alabama, offering specialized health care services for people in a wide multi-state area. The three regional hospitals include Baptist Hospital, Sacred Heart Hospital, and West Florida Hospital. The three centers have a total of 1,483 beds and feature a variety of medical specialties for the Southeast region.

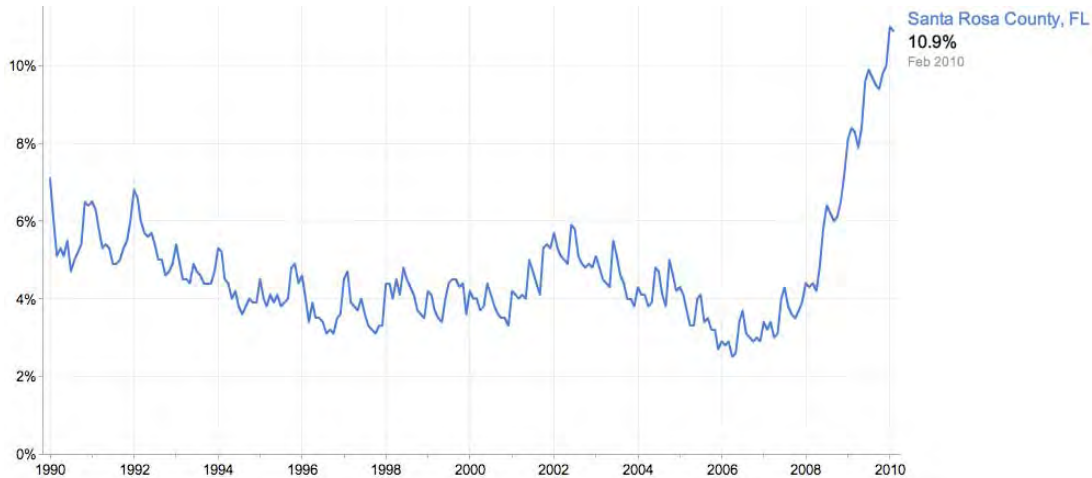
In addition to the three regional hospitals, other chief healthcare facilities within this MSA include Gulf Breeze Hospital (associated with Baptist Hospital), Naval Hospital, Santa Rosa Medical Center, and Nemours Children's Clinic. Two new major health care facilities were recently completed in the area, which are a state-of-the-art Veterans Affairs/Department of Defense Joint Ambulatory Care Clinic to be located near Corry Station and a world-class multi-million dollar orthopedics and sports medicine center, the Andrews Institute (featuring celebrated orthopedic surgeon James R. Andrews) in Gulf Breeze.

Unemployment: As previously stated, the Northwest Florida region's unemployment rate for February 2010 was 11.5%. This unemployment is slightly higher than the national average of 10.4%.

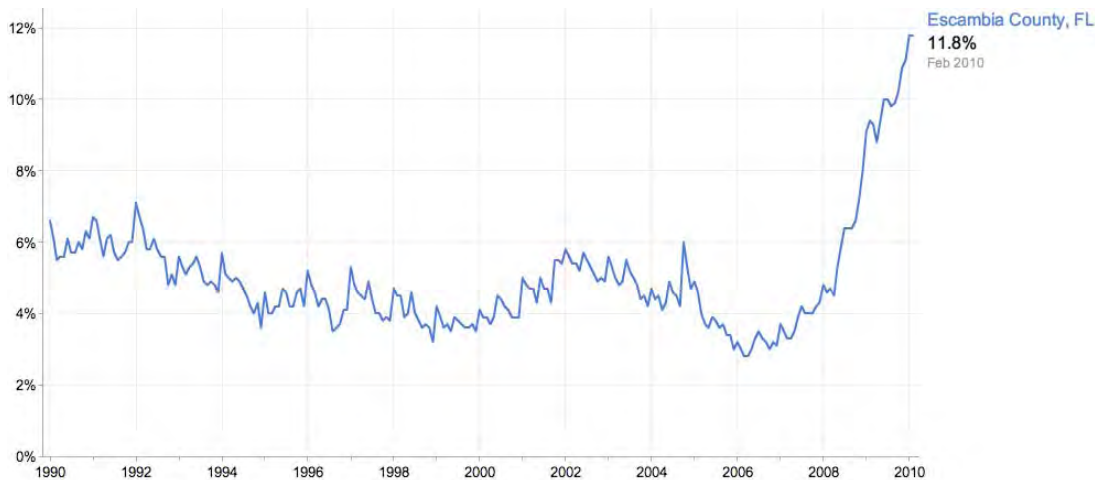




*Unemployment Rates in Santa Rosa Count over the past 20 years:*



*Unemployment Rates in Escambia County over the past 20 years:*



The drastic rise in the unemployment rate over the past two years is attributed to the economic recession that started in 2008. Recently, in 2010 we have seen the economy on a rise and are slowly starting to come out of the recession. We can expect that the unemployment rate is about at its cap, and future trends should be for reductions in the unemployment rate.

Housing: Both counties offer a wide variety of housing options ranging from affordable to luxury, waterfront, secluded or suburban residence. Growth within the housing market had been rapid in the past, and from 2004 to late 2005 it accelerated considerably due to housing shortages created by recent hurricanes. There was a great demand for residential property in the general market, and from 2004 through the third quarter of 2005, real estate values were rapidly increasing, and most land deals went down with multiple developers in the hunt.

Conversely, in late 2005, the demand for residential homes (single-family homes, townhomes, condominiums, etc.) began to take a downward turn. This has been attributed to several factors. Initially, recent hurricanes, and the extensive damage they produced, caused construction costs and insurance premiums to rise exponentially. This also created in the

general public an awareness of the vulnerability of this hurricane prone area. Local Realtors subsequently began reporting a downward trend in residential sales.

According to the Pensacola Association of Realtors' Multiple Listing Service the average number of monthly sales drastically decreased over 32% from January 2007 to the first quarter of 2010. The average "days listed on the market" has increased from 109 days to 124 days over this same time period. The number of listings in March 2010 was 3,791 single-family homes and 806 condominiums. Thus, the MLS statistics support what local Realtors and developers have been reporting in regards to a declining demand within the residential market, thus resulting in a similar decline in demand for residential land.

In addition to the abundance of listings for residential housing and minimal sales, we also observe falling median prices. The affordable housing market has been more resistant to decline in both cost and absorption; however, other sectors of the residential market have shown declining prices, especially along the waterfront. According to the Haas Center, even with median home prices decreasing, many residents are feeling the pinch from increased property taxes in addition to already high insurance premiums. And although the housing affordability for Northwest Florida is improving with regard to lower interest rates and declining housing prices, the increases in insurance and property taxes coupled with minimal increases in median income will continue to make housing affordability a serious problem. Thus, we surmise that until the general area as a whole sees some kind of relief in regards to insurance costs and construction costs, and until the hurricane phobia subsides, demand for housing may remain somewhat stagnant into the foreseeable future.<sup>4</sup>

**SOCIAL FORCES:** This category is primarily concerned with population characteristics and demographics. A study of an area's population characteristics produces much information about the basic demand for real estate in that market. Following is regional and city data pertinent to that topic.

**Population:** Population growth in the Pensacola MSA (Escambia and Santa Rosa Counties) has continued at a steady pace since 1960.

*Population in the Pensacola MSA (2005-2009)*

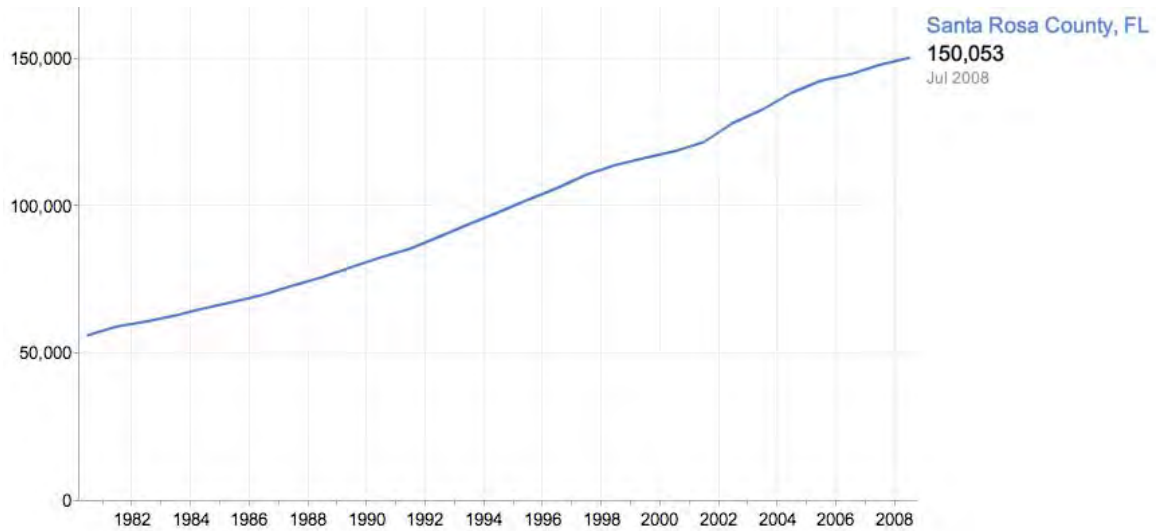
<u>YEAR</u>	<u>ESCAMBIA</u>	<u>SANTA ROSA</u>	<u>PENSACOLA MSA</u>
2009	303,343	151,759	455,102
2008	302,776	150,356	453,132
2007	297,189	146,524	443,713
2006	295,426	144,561	439,987
2005	295,624	142,442	438,066

*Population Increase Rates from 2005 – 2009:*

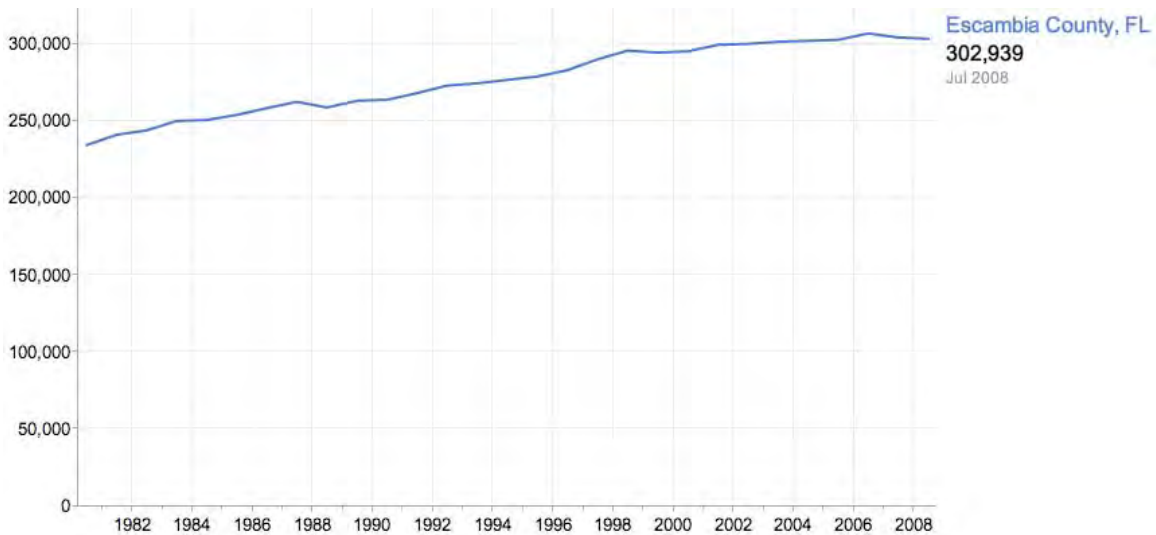
<sup>4</sup> *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development  
<sup>4</sup> *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development at the University of West Florida (Summer 2007).

	<b>Escambia</b>	<b>Santa Rosa</b>	<b>Pensacola MSA</b>
<i>Percent Change from 2005 to 2006</i>	-0.07%	1.49%	0.44%
<i>Percent Change from 2006 to 2007</i>	0.60%	1.36%	0.85%
<i>Percent Change from 2007 to 2008</i>	1.89%	2.62%	2.12%
<i>Percent Change from 2008 to 2009</i>	0.19%	0.93%	0.43%
<i>Percent Change from 2005 to 2009</i>	2.61%	6.54%	3.89%

*Population Trends in Santa Rosa County:*



*Population Trends in Escambia County:*



*Basic demographic estimates for Santa Rosa and Escambia Counties for the year 2009:*

	Demographic Estimates	Santa		
		Rosa	Escambia	US
<i>Income</i>	Per Capita Income	\$24,691	\$23,347	\$27,466
	Median Family Income	\$62,522	\$53,845	\$63,211
	Unemployed	10.9%	11.8%	10.2%
<i>Education</i>	High school graduate or higher	87.90%	86%	84.50%
	Bachelor's degree or higher	23.70%	23.50%	27.40%
<i>Occupied housing</i>				
<i>Units</i>	Owner-occupied housing units	79.80%	68.90%	67.10%
	Renter-occupied housing units	20.20%	31.10%	32.90%
	Vacant housing units	13.30%	16%	12%
	Median value of owner occupied homes	\$188,200	\$145,700	\$192,400
<i>Age</i>	Median Age (in years)	39	37.8	36.7

**GOVERNMENTAL FORCES:** This category addresses state and local government forces within the regional area.

Type of Government: Santa Rosa and Escambia Counties are governed by a board of commissioners. Specified districts with some “at large” seats elect the commissioners. The board in turn appoints a county manager who oversees the day-to-day operations of the respective governments.

Building Codes/Zoning: The various cities of Pensacola, Gulf Breeze and Milton and the Santa Rosa and Escambia County governments all operate separate planning and zoning departments. The various departments are responsible for establishing and enforcing land use regulations. These departments are extremely helpful in deciphering land use regulations.

The City of Pensacola, Escambia County, the City of Milton, and Santa Rosa County also operate separate building inspection departments. This office is responsible for enforcing codes for building, electrical, mechanical, plumbing, and gas installations.

The state of Florida has certain requirements before new development can take place. Under Florida’s concurrency laws, an area must have adequate public facilities before new development may occur. All comprehensive plans across the state must include concurrency for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and mass transit, where applicable.

Law Enforcement/Fire Department: Escambia County and Santa Rosa County Sheriff Departments within the MSA and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers in the County and paid employees in the City.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. The Bell South Telephone Company provides telephone service throughout the MSA. The Emerald Coast Utilities Authority supplies water and sanitary sewage disposal service to Escambia County. It also disposes of trash within the unincorporated area of the County with Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available for most areas by Energy Services of Pensacola. South Santa Rosa Utility supplies the city of Gulf Breeze with water and sewer service. Natural gas is also available in Gulf Breeze through the Gulf Breeze Natural Gas Department. The Public Works Department of Milton provides natural gas, sanitation, and water for the areas of Milton, East Milton, and Pace.

Transportation: Federal Highway Interstate 10 runs through the MSA in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the MSA is dissected by an ample variety of State, County and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by American Eagle, Continental Airlines, Delta Airlines, Northwest Airlin, and US Airways with an average total of 90 flights per day. The City of Pensacola operates the Port of Pensacola, which can accommodate ocean-going vessels with drafts up to 33 feet.

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism (retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the county to provide operating revenue to local government. Escambia County sales tax is at \$0.075 on the dollar and Santa Rosa County is subject to \$0.065 on the dollar.

**ENVIRONMENTAL FORCES:** Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a generally warm climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 83 degrees. High winds, tropical storms or hurricanes have occurred in late summer and in early fall.

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Several popular state and national parks are located in the MSA: Blackwater River State Park, Big Lagoon State Park, and the Gulf Islands National Seashore Park, which contains Fort Pickens. The MSA is also home to the Pensacola Pelicans who began their 10<sup>th</sup> season in May 2010 as a minor league baseball team. The Pelicans currently play their games on Jim Spooner Field at the University of West Florida, but they will eventually move into the Vince Whibbs Community Maritime Park, once the bay-front stadium is completed downtown.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12 foot draft barge route which runs from Brownsville, Texas to Appalachicola, Florida. Amtrack and CSX Transportation provide rail service to and from Pensacola. Greyhound Lines, Inc. provides bus service to and from the Pensacola MSA.

Regional Resources: Agriculture has continued to be a major contribution to the economy. It remains one of the prime resources of the area for row crop and tree farming. There are also extensive petroleum deposits offshore in the Gulf of Mexico. However, at the current time, only exploratory drilling has been permitted. The future impact of this resource is questionable as the prospect of full production drilling is vehemently opposed by environmentalists and local and state government.

Perhaps one of the most recognized resources of the Pensacola MSA are the sparkling white sandy beaches, which extend from Mobile Bay to peninsular Florida. The beaches in the Pensacola area are a major tourist attraction.

The skepticism of state officials on the issue of offshore drilling has recently been justified by BP's oil spill in the Gulf of Mexico. The crisis started when an offshore oil rig exploded and sank in the gulf on April 20, 2010. The incident ruptured the oil well and has caused a blowout, or an uncontrollable spill. The well has since spewed millions of gallons of crude oil into the Gulf of Mexico and continues to spew oil to this day (May 13, 2010). The environmental and economical repercussions of this spill could be catastrophic. The oil spill has imperiled the fishing industry and threatens marine life along the gulf coast. Dead dolphins, fish, birds, and turtles have already started to wash up on the beaches. The realization that the oil slick could make landfall in Pensacola has reminded residence of how important the beaches and waterways of the Pensacola MSA are to the economy.

Hurricanes: As Florida endures the majority of Atlantic hurricane landfalls, with statistics identifying Pensacola as having a 1 in 8 chance of being the target, hurricane damage and their repercussions are major concerns for the Pensacola MSA. As described earlier in the Housing

section, Hurricane Ivan was the initial onset of the current market decline for the Pensacola MSA.

The Atlantic hurricane season extends from June to November. Within the past twelve years the Pensacola MSA has encountered six damaging and even deadly hurricanes, among multiple tropical depressions, tropical storms, and minor hurricanes. Following is a table briefly describing each:

MAJOR HURRICANES IN PENSACOLA MSA						
Name	ERIN	OPAL	GEORGES	IVAN	DENNIS	KATRINA
Date	August-95	October-95	September-98	September-04	July-05	August-05
Landfall	Pensacola, FL	Gulf Breeze, FL	Biloxi, MS	Gulf Shores, AL	Pensacola, FL	New Orleans, LA
Category	1	3	2	3	3	3
Winds	99 mph	116 mph	104 mph	120 mph	120 mph	175 mph
Area Storm-Related Deaths	None	None	None	18	5	1,836
Total U.S. Loss	\$700 Million	\$5.2 Million	\$2.96 Billion	\$12 - \$14 Billion	\$1.8 Billion	\$84 Billion

These storms, along with several other 2004-2005 Florida hurricanes, created in the general public an awareness of the vulnerability of this hurricane prone area. Due to these natural disasters frequently targeting the Escambia and Santa Rosa County areas, multiple hurricane shelters, evacuation planning guides and assistance programs have been formed to support local residents in preparing for and dealing the outcomes of these storms. There has been no detrimental hurricanes impact the area since Hurricane Katrina in August 2005.

**SUMMARY:** The Pensacola MSA remains an evolving metropolitan area, traditionally dependent on tourism and an extensive military presence. The intensification of efforts to secure other industries shows the willingness of local government officials and community leaders to achieve a diversified economy. The MSA also has natural resources, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth. We conclude that the MSA is an economically viable environment with demand levels for affordable housing within this general area sufficient for an operative market, but clearly slower than we have historically seen.

**SUBJECT PROPERTY DATA**





6.05.24. *V villages single-family residential district.*

- V-1-- Villages single-family residential--Gross density (one unit per acre).
- V-2-- Villages single-family residential--Gross density (two units per acre).
- V-2A-- Villages single-family residential--Gross density (three units per acre).
- V-3-- Villages single-family residential--Gross density (five units per acre).

These maximum densities may or may not be attainable based on other code provisions and site-specific conditions.

A. *Intent and purpose of V-1 through V-3 districts.* Single-family detached residential district characterized by urban land development patterns with residential subdivision densities varying from one unit per acre to five units per acre. Mobile homes are not allowed. No minimum lot size is required for new subdivisions, but development must meet overall maximum density requirements. V-2A may be used in any AIPD overlay area with a compatible future land use designation. Density will be determined by the accident potential zone density allowed for their property, not to exceed three d.u./acre. In AIPD-2, density is limited to three d.u./acre. Refer to Article 11 for uses, heights and densities allowed in V, villages single-family residential areas located in the Airport/Airfield Environs.

B. *Permitted uses.*

1. Single-family detached dwellings and their customary accessory structures and uses.
2. The growing of vegetables or other food crops is permitted as long as the primary purpose for such activity is to provide for personal consumption by the residents. The raising of crops or other plants for commercial purposes is prohibited.
3. Public utility.
4. Marina (private).
5. Residential dock or pier.
6. Family day care homes and family foster homes.
7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).

C. *Conditional uses.*

1. Home occupations.
2. Golf courses, tennis centers, swimming clubs with customary attendant facilities and accessory buildings.
3. Country clubs and their customary accessory uses.
4. Clubs, as defined.
5. Covered boathouses and covered boat docks as accessory uses.
6. Stables accessory to a principal structure for private, noncommercial use only. Minimum lot size two acres.
7. Educational facilities, excluding child care centers and kindergartens.
8. Places of worship.
9. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations (see section 6.08.02).
10. Public utility and service structures (see section 6.08.02).

D. *Prohibited uses.* Any use not listed above.

E. *Off-street parking requirements.* See section 7.02.00.F.

F. *Site and building requirements.*

1. *Lot coverage.* The pervious area shall be at least 25 percent of the total lot (75 percent maximum impervious cover ratio).
2. *Lot width.* The minimum lot width at the front building line shall be 40 feet and at the street right-of-way, 40 feet. Every cul-de-sac lot shall have a minimum of 20 feet at the street right-of-way.

3. *Front yard.* There shall be a front yard having a depth of not less than 25 feet, provided that in blocks where 50 percent or more of the lots are developed, the front yard required shall be the average setback of the dwellings already constructed.
4. *Rear yard.* The minimum rear yard shall not be less than 25 feet in depth. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 30 feet, whichever is greater.
5. *Side yard.* The minimum side yard on each side shall be ten percent of the lot width measured at the front building, however, side yards need not exceed 15 feet on each side. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 30 feet, whichever is greater.
6. *Building height.* No building shall exceed 35 feet in height.
- G. *Landscaping.* See section 7.01.00.
- H. *Signs.* See Article 8.

This instrument prepared by:  
Name: **Jan Gaston an employee of  
Reliable Land Title Corporation**  
Address: **15 West La Rua Street  
Pensacola, Florida 32501**  
Return to: **Reliable Land Title Corporation  
FILE NO. 06-01-005PJ**  
Address: **15 West La Rua Street  
Pensacola, Florida 32501**  
Property Appraisers Parcel Identification Number(s): 11-0565-  
305,11-0565-310,1

**THIS WARRANTY DEED** Made the 10th day of January, 2006 by **Derrick Sammons and Todd Winans** as to their separate non-homestead property whose post office address is, **7141 Fitzpatrick Rd, Pensacola, FL 32526** hereinafter called the grantor, to **Parker Custom Built Homes, Inc a Florida corporation** whose post office address is **2711 Stallion Road, Cantonment, FL 32533** hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH**, that the grantor, for and in consideration of the sum \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in **ESCAMBIA** County, State of Florida, viz:

**Lots 2, 3, and 4, Block B, Brookhollow Subdivision, being a subdivision of a portion of Section 21, Township 1 North, Range 30 West, Escambia County, Florida, as recorded in Plat Book 10 at Page 1 of the Public Records of said County.**

**Together**, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31<sup>ST</sup>, 2005. **FURTHER SUBJECT TO** restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Jan Gaston  
Signature  
Jan Gaston  
Printed Signature  
Lisa M. Hill  
Signature  
Lisa M. Hill  
Printed Signature

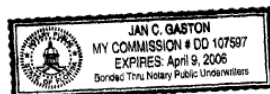
Derrick Sammons  
Derrick Sammons  
Todd Winans  
Todd Winans

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of January, 2006 by Derrick Sammons and Todd Winans, who produced driver's license as identification and who did not take an oath.

Jan C. Gaston  
Notary Public  
My Commission Expires:

[seal]





**HAMMOND ENGINEERING, INC.**  
Florida Certificate of Authorization No. 9130  
Alabama Certificate of Authorization No. 3277

August 5, 2011

Chris Curb, Project Coordinator  
Engineering Division of Public Works  
3363 West Park Place  
Pensacola, FL 32505

**Reference: Brookhollow Subdivision at 10 Mile Road Drainage Improvement  
Project - Task Order No. 02.03.79.46.6  
HEI Project No. 10-030**

Dear Chris:

If the county proceeds with this drainage improvement project using the lots the county currently owns, the proposed system would be an improvement to the existing system. However, the system would not meet current NFWFMD or Escambia County LDC requirements for a new system. The proposed system could be permitted as a retro-fit to an existing system and would provide a less than desirable drainage improvement to the area and downstream receiving waters.

If the county were to purchase the additional lots in question, we would have the area required to design/construct a system which would meet current NFWFMD Water Quality Requirements and current Escambia County stormwater attenuation requirements. The system would provide 1" of treatment for the 40 + acre contributing basin and attenuate runoff from a 25 year storm which would result in a substantial drainage improvement to the area and downstream receiving waters.

I have attached our conceptual stormwater narrative for your review. Should you have questions or comments, please give us a call.

Sincerely,

**HAMMOND ENGINEERING, INC.**

A handwritten signature in blue ink, appearing to read 'Thomas G. Hammond, Jr.', written over a faint grid background.

Thomas G. Hammond, Jr., PE  
President

Attachments



**HAMMOND ENGINEERING, INC.**  
Florida Certificate of Authorization No. 9130  
Alabama Certificate of Authorization No. 3277

## **Brookhollow Subdivision @ 10 Mile Road Pond & Drainage Project**

### **Stormwater Narrative**

**February 3, 2011**

#### **Existing Drainage Conditions**

Brookhollow Subdivision was platted in 1976. It appears offsite contributing runoff, natural drainage patterns, jurisdictional wetlands, and flood plains were not addressed in the original design resulting in flooding of lots and homes in significant rainfall events.

Approximately 40.00 acres contribute to runoff entering the Brookhollow Subdivision from the southeast. Over time the runoff has ponded up on lots 5, 6, and 7, block B. Though the geotechnical report shows soils in this area are not hydric, a portion of the area is considered jurisdictional wetlands. This leads us to believe that the area was uplands at one time, but has become wetlands due to the amount of runoff flowing through the area over time.

The existing Modified Type A curb inlet located at the southeast corner of the Haley Lane & Eagle Street intersection is the first point that stormwater runoff is collected. There is an existing 18" RCP exiting this inlet running to the inlet located on the west side of Haley Lane. This pipe has the capacity to carry approximately 11.00 cfs. Theoretically, the peak runoff from a 25 year design event entering the Mod. A curb inlet is 43.50 cfs.

#### **Design Option 1**

Option 1 would be to build a stormwater pond on lots 5, 6, and 7, block B. It is our understanding the county has purchased these lots or is in the process of doing so. The pond would have a top elevation of 108.00 and a bottom elevation of 104.50. The bottom elevation would allow enough relief to install a sand filter system that could discharge into the previously referenced Modified Type A curb inlet. The filter would treat the first ¼" of runoff from the 40.0 acre contributing basin which does not meet NFWMD requirements.

The proposed pond would **NOT** attenuate the runoff from a 25 year design storm. However, the pond reduces the peak runoff rate from a 25 year critical duration event by 30 percent. The below table indicates the percentage of runoff reduced for the given design storm:

<u>Design Storm</u>	<u>Peak runoff reduced by</u>
2 year	57%
5 year	45%
10 year	36%
25 year	30%
50 year	24%
100 year	21%

The pond would have a concrete weir that would discharge runoff over the back of curb into the Halsey Lane roadway as it currently does today.

In summary, this option would provide stormwater treatment of the first ¼ inch over the 40.0 acre contributing basin area and would reduce the amount of runoff flowing into the existing conveyance system and roadway by 30% in a 25 year critical duration event.

### **Design Option 2**

Option 2 would require the county to purchase an additional two (2) lots (8 and 9, block B). The pond top and bottom elevation would be the same as option 1. However, the additional pond area would allow for a sand filter system which would treat the first 1” over the 40.0 acre basin area which would meet NFWMD requirements.

The proposed pond **WOULD** attenuate the runoff from a 25 year critical duration event. The pond would have an inlet type discharge structure which would discharge runoff into above referenced inlet at a peak rate of 10.98 cfs.

In summary, this option would provide stormwater treatment of the first 1 inch over the 40.0 acre contributing basin area. The pond would attenuate the runoff from a 25 year critical duration event.

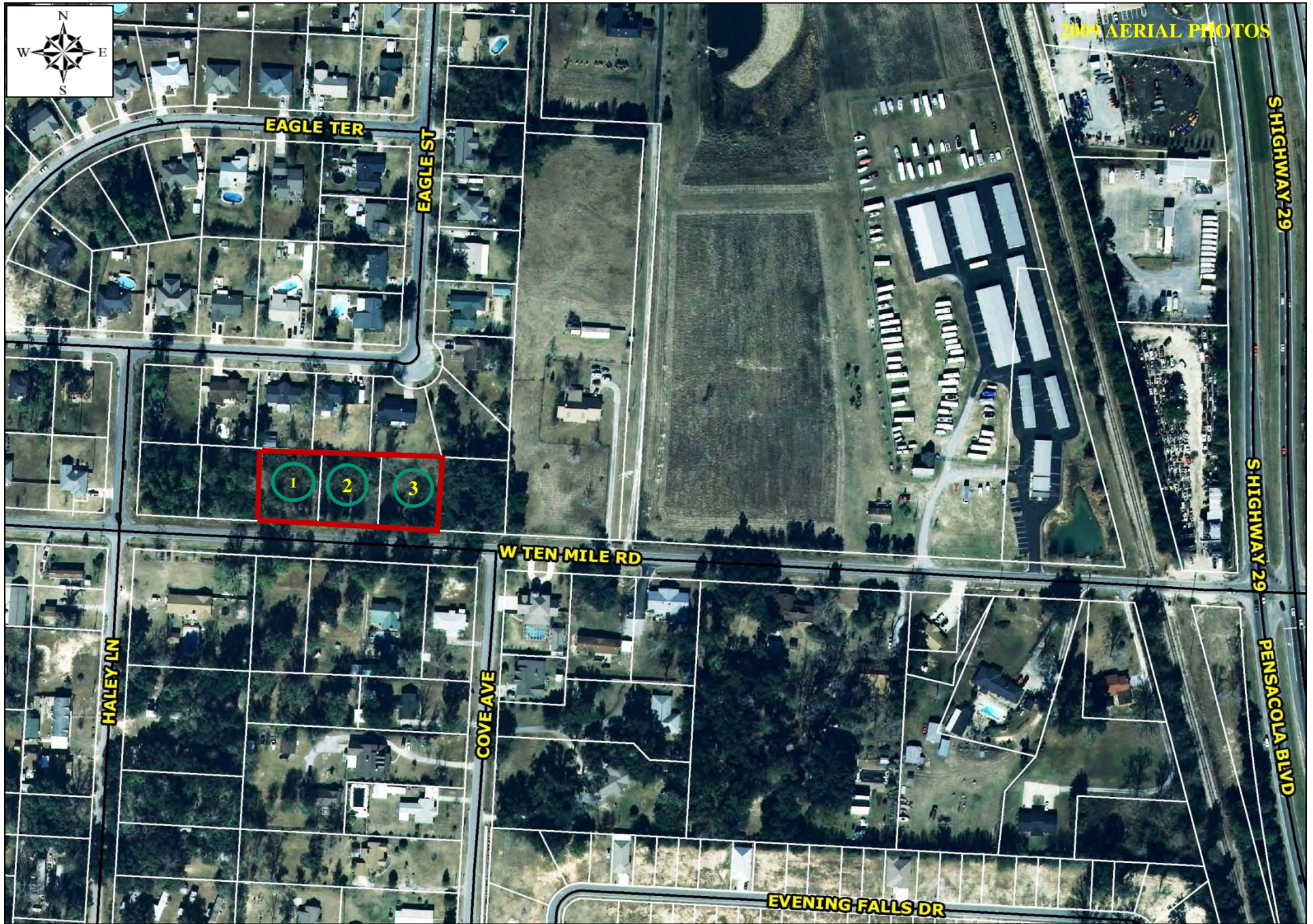
### **Wetland Impacts**

Both options would create 0.51 acres of jurisdictional wetland impacts on lots 5, 6, and 7, block B. The following items could be offered as mitigation:

1. Create 0.25 acres of wetlands on lot 29, block A which was also to be purchased by the county.
2. Enhancement of the existing jurisdictional wetlands located on lot 29, block A.
3. As it exists today, we have a direct discharge of untreated runoff from a 40.0 ac suburban developed area into waters of the state. Both of the above options provide stormwater quality improvement from what exist today.



PROPOSED ACQUISITION / PARKER CUSTOM BUILT HOMES PROPERTY / TEN MILE ROAD



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT  
LWG 04/15/11 DISTRICT 5



**THREE PARCELS OWNED BY PARKER CUSTOM BUILT HOMES, INC. (APPROX. 1.5 ACRES)**  
PARCEL # 1 (21-1N-30-3500-004-002 / ACCOUNT # 110565315) / 0.35 ACRES  
PARCEL # 2 (21-1N-30-3500-003-002 / ACCOUNT # 110565310) / 0.35 ACRES  
PARCEL # 3 (21-1N-30-3500-002-002 / ACCOUNT# 110565305) / 0.35 ACRES





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

**AI-1321**

**County Administrator's Report Item #: 13. 24.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Authorization for Staff to Acquire Property for Rights-of-Way and Easements, Sea Spray Drive Area

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Authorization for Staff to Acquire Property for Rights-of-Way and Easements, Sea Spray Drive Area - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action concerning the authorization for staff to acquire property, by donation, for rights-of-way and Easements in the Sea Spray Drive Area:

A. Authorize Staff to negotiate and resolve any matters related to, or associated with the acquisition of property, by donation, for rights-of-way and Easements, concerning drainage improvements for the Sea Spray Drive area, to gather information and conduct inspections as needed, and to allow the Board's acceptance of the real property;

B. Authorize payment of documentary stamps, because the property is being acquired for governmental use, which is for drainage improvements, and the County benefits from the acquisition of these properties because the resulting projects will improve the quality of life for the citizens of Escambia County by providing a safer and more efficient roadway and drainage system;

C. Authorize the payment of incidental expenditures associated with the acquisition of these properties, which includes, but is not limited to, title searches, legal document preparation fees and recording of documents; and

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

[Funding Source: Fund 181, "Master Drainage Basin X", Cost Center 210728, Object Code 56101/56301]

Escambia County has a project to improve the drainage in the Sea Spray Drive area. Due to limited right-of-way along Sea Spray Drive, there is a need to acquire additional properties

within this area. To facilitate this drainage project, staff is requesting Board approval for authorization to proceed with the acquisitions, and for the Board's acceptance of the Deeds and Easement documents.

**BACKGROUND:**

Escambia County has a project to improve the drainage in the Sea Spray Drive area. Due to limited right-of-way along Sea Spray Drive, there is a need to acquire additional properties within this area. To facilitate this drainage project, staff is requesting Board approval for authorization to proceed with the acquisitions, and for the Board's acceptance of the deeds and easement documents.

**BUDGETARY IMPACT:**

Funds for incidental expenditures associated with this project are available in Fund 181 "Master Drainage Basin X", Cost Center 210728, Object Code 56101/56301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will review and approve all deeds and easement documents prior to recording.

**PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Upon Board approval to start the acquisition process, County Staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

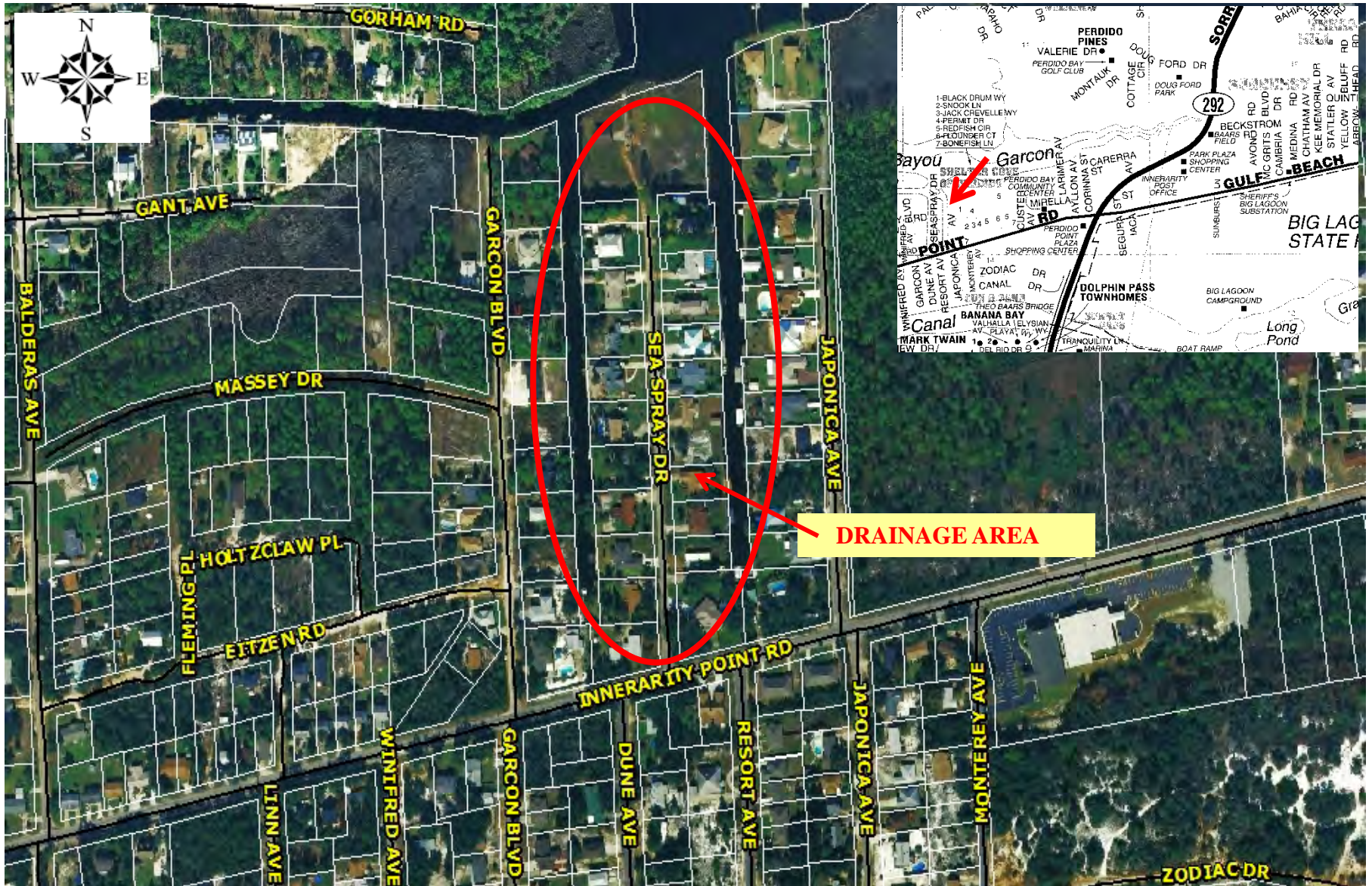
Upon Board approval, staff will proceed with the acquisition, by donation, of required properties for road rights-of-way and easements associated with this project.

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**Attachments**

Map

# SEA SPRAY DRIVE DRAINAGE AREA



ESCAMBIA COUNTY  
PUBLIC WORKS DEPARTMENT

JCC 08/23/11 DISTRICT 2



Sea Spray Drainage Area





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

**AI-1358**

**County Administrator's Report Item #: 13. 25.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Approval to Issue Fiscal Year 2011 - 2012 Purchase Orders in Excess of \$50,000

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Approval to Issue Fiscal Year 2011-2012 Purchase Orders in Excess of \$50,000 - Joy D. Blackmon, P.E., Director, Public Works Department

That the Board approve the issuance of blanket and/or individual Purchase Orders, for the Fiscal Year 2011-2012, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided for the Public Works Department.

**BACKGROUND:**

The issuance of these purchase orders during the first week of October 2011 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

**BUDGETARY IMPACT:**

Funding for the afore-mentioned Purchase Orders is available in various accounts and divisions.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Backup for Fiscal Year 2011/2012 POs



## PUBLIC WORKS DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2011-2012

### Engineering (includes Traffic and Transportation Operations Division)

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>
1. Alabama Gulf Coast Railway Vendor Number 011211 Sign Maintenance for Railroad Crossings Fund 175, Account 110303/270201/211201	\$150,000	n/a
2. CSX Transportation Vendor Number 030050 Sign Maintenance for Railroad Crossings Fund 175, Account 110303/270201/211201	\$150,000	n/a
3. Ingram Signalization Vendor Number 070606 Signal Maintenance Fund 175, Cost Center 110303/270201/211201 Fund 351, Cost Center 210105 Fund 175, Cost Center 210304 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$1,000,000	PD 06-07.087
4. Escarosa Land Research Vendor Number 051907 Real Estate Title Searches Fund 175, Cost Center 110303/270201/211201 Fund 351, Cost Center 210105 Fund 333, Cost Center 210204 Fund 175, Cost Center 210304 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$75,000	PD 07-08.048
5. DKE Marine Services Vendor No. 040206 Miscellaneous Bridge Renovations Fund 175, Cost Center 110303/270201/211201 Fund 351, Cost Center 210105 Fund 333, Cost Center 210204 Fund 175, Cost Center 210304 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$1,000,000	PD 10-11.046

**PUBLIC WORKS DEPARTMENT  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2011-2012**

Engineering (includes Traffic and Transportation Operations Division) (continued)

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>
6. Davis Marine Construction, Inc. Vendor No. 040386 Miscellaneous Bridge Renovations Fund 175, Cost Center 110303/270201/211201 Fund 351, Cost Center 210105 Fund 333, Cost Center 210204 Fund 175, Cost Center 210304 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$1,000,000	PD 10-11.046

**PUBLIC WORKS DEPARTMENT  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2011-2012**

**Facilities Management**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>
1. Engineered Cooling Services, Inc. Vendor # 051168 Central Energy Plant Maintenance Fund: 001 Cost Center: 210602	\$130,000.00	PD 08-09.044
2. Titan Waste Services Vendor # 201924 Solid Waste Container Service Fund: 001 Cost Center: 210602	\$110,000.00	PD 07-08.040
3. American Facility Services, Inc. Vendor # 012106 Custodial Service for County Buildings Carpet and Tile Cleaning Fund: 001 Cost Center: 210603	\$617,000.00	PD 10-11.049
5. Bagby Elevator Co., Inc. Vendor # 020380 Elevator Maintenance Fund: 001 Cost Center: 210602	\$78,000.00	PD 07-08.131
6. Temporary Personnel Solutions, LLC Vendor # 200939 Contractual Services for Custodial Fund 001 Cost Center 210603	\$82,000.00	PD 09-10.008



**PUBLIC WORKS DEPARTMENT**  
**PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2011-2012**  
**Roads and Garage**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>
1. APAC Vendor# 013641 Road Construction Materials Fund: 175 Cost Center: 210402 (Road Maintenance)	\$150,000	PD 10-11.028
2. Ferguson Enterprises, Inc. -AKA- Ferguson Mill Supply Vendor# 060880 Polyethylene Pipe Fund: 175 Cost Center: 210402 (Road Maintenance)	\$150,000	PD 05-06.052
3. Unifirst Corporation Vendor# 210127 Employee Uniforms Fund: 175 Cost Center: 210402 (Road Maintenance)	\$100,000	PD 08-09.041
4. American Concrete Supply Inc. Vendor# 011899 Concrete Fund: 175 Cost Center: 210402 (Road Maintenance)	\$200,000	
5. Vulcan Signs Vendor# 220810 Sign Maintenance Fund: 175 Cost Center: 210404 (Sign Maintenance)	\$150,000	PD 07-08.054
6. A-1 Small Engines Steadham Enterprises Vendor#010105 Small Engine Parts Fund: 175 Cost Center: 210406 (Small Equipment)	\$150,000	PD 07-08.121

**PUBLIC WORKS DEPARTMENT  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2011-2012**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>
7. Automotive Truck & Industrial Parts ATI-NAPA Vendor#015006 Light & Heavy Equipment Parts/Supplies Fund: 175 Cost Center: 210405 (Fleet Maintenance)	\$150,000	PD 08-09.006
8. Beard Equipment Company Vendor# 022300 Heavy Equipment Parts Fund: 175 Cost Center: 210405 (Fleet Maintenance)	\$100,000	
9. Covington Heavy Duty Parts Inc. Vendor: 034898 Heavy Equipment Parts Fund: 175 Cost Center: 210405 (Fleet Maintenance)	\$100,000	
10. Tractor & Equipment Co., Inc. Vendor# 202301 Heavy Equipment Parts Fund: 175 Cost Center: 210405 (Fleet Maintenance)	\$100,000	
11. Thompson Tractor Co., Inc. Vendor#201639 Heavy Equipment Parts (CAT) Fund: 175 Cost Center: 210405 (Fleet Maintenance)	\$100,000	
12. Howell's Truck & Giant Tire Svc Inc. Vendor# 410406 Light and Heavy Equipment Tires Fund: 175 Cost Center: 210405 (Fleet Maintenance)	\$150,000	BCC Approved State Contract 863-000-06-1
13. Southern Energy Company, Inc. Vendor# 194108 Gasoline and Diesel Fuel Fund: 501 Cost Center: 210407 (Fuel Distribution)	\$7,000,000	PD 10-11-059

## PUBLIC WORKS DEPARTMENT

### PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2011-2012

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>
14. R. K. Allen Vendor# 011470 Oil/grease and lubricant Fund: 501 Cost Center: 210407 (Fuel Distribution)	\$200,000	PD 10-11.042
15. Panhandle Grading & Paving Inc Vendor # 160114 Road Construction Material Fund: 175 Cost Center: 210402 (Road Maintenance)	\$150,000	PD 10-11.028
16. Martin Marietta Aggregates Inc. Vendor#131502 Road Construction Material Fund: 175 Cost Center: 210402 (Road Maintenance)	\$150,000	PD 06-07.082
17. Pensacola Ready Mix USA Vendor #162690 Concrete Fund: 175 Cost Center: 210402 (Road Maintenance)	\$150,000	
18. Arcadia Culvert Vendor #013789 Metal Pipe Fund: 175 Cost Center: 210402 (Road Maintenance)	\$100,000	PD 05-06.052
19. Roads Inc. of NWF Vendor #182328 Asphalt Fund: 175 Cost Center: 210402 (Road Maintenance)	\$200,000	PD 10-11.028
20. Woerner Landscape Source Inc. Vendor #233840 Sod Fund: 175 Cost Center: 210402 (Road Maintenance)	\$100,000	PD 06-07.039



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

**AI-1319**

**County Administrator's Report Item #: 13. 26.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Eighth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Eighth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Eighth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement between the County and Disabled American Veterans Department of Florida, Inc., (DAV), extending Contract provisions for the period of October 1, 2011, through September 30, 2012, for the amount of \$15,000.

[Funding Source: Fund 001, General Fund, Cost Center 320202, Public Social Services - \$15,000]

**BACKGROUND:**

The Disabled American Veterans Agreement with the Board provides for the services of a certified veterans counselor to assist veterans and their dependents. The obligation of the County to provide this service is limited to twenty (20) hours per week. The limited service was established from Board action to privatize veterans services in Escambia County. The DAV officer under contract for Escambia County is co-located at the Joint Ambulatory Care Center (JACC) on Veterans Way in Pensacola.

**BUDGETARY IMPACT:**

Funding for the Agreement is budgeted for FY 2012 and available in Fund 001 General Fund, Cost Center 320202 Public Social Services.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Amendment was prepared and approved as to form and legal sufficiency by the County Attorney Office.

**PERSONNEL:**

Staffing for this service is provided by the DAV per the terms of the Agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires approval of all such contracts and amendments.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs will continue to coordinate with the DAV on matters concerning this Agreement.

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**Attachments**

Eighth Amendment to the DAV Agreement

**EIGHTH AMENDMENT TO VETERANS AND DEPENDENT  
COUNSELING AND ASSISTANCE SERVICES AGREEMENT  
BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY  
COMMISSIONERS AND DISABLED AMERICAN VETERANS  
DEPARTMENT OF FLORIDA INCORPORATED (D.A.V.)**

**THIS IS THE EIGHTH AMENDMENT** to the Agreement by and between Disabled American Veterans Department of Florida, Incorporated (D.A.V.), a non-profit corporation authorized to do business in the State of Florida with an administrative address at 2015 SW 75<sup>th</sup> Street, Gainesville, Florida 32607, and federal tax identification number of 59-0915376 (hereinafter referred to as the "Provider") and Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

**WHEREAS**, the Provider and County mutually recognize the need for veterans and dependent benefit counseling and assistance services in Escambia County, and

**WHEREAS**, on or about October 7, 1991, the Provider and County previously entered into an Agreement providing such veterans and dependent counseling and assistance services to eligible recipients in Escambia County, and

**WHEREAS**, both the Provider and County now agree that continuing such services is mutually beneficial to both Parties and that as a result, the Parties' Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Provider and the County agree to amend the Agreement referenced herein as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That ARTICLE 3.2 is hereby amended as follows:

Charges for services provided to the County shall be in accord with provisions outlined herein. Under no circumstances shall the total County funding associated with this agreement exceed \$15,000.00 within the term of the agreement period without prior Board of County Commission approval and written amendment of the agreement.

3. That ARTICLE 3.4 is hereby amended as follows:

Payment to D.A.V. for the services provided hereunder shall be paid made in equal monthly installments by the County Comptroller in a single lump sum

based upon the contents of this Agreement. ~~Said payments will be provided to D.A.V. on or before the 15<sup>th</sup> day of each month for the duration of this agreement.~~

4. That ARTICLE 6 is hereby amended, and the term of the Agreement shall be extended as provided herein. The Agreement shall be considered as effective beginning October 1, 2011, and shall run through September 30, 2012, with any subsequent renewal subject to approval by both Parties.
5. That the Parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of the Eighth Amendment shall remain in full force and effect.
6. That the effective date of this Eighth Amendment shall be on the last date executed by the Parties hereto.
7. That this Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to the matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

**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, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 2011, and the Disabled American Veterans Department of Florida, Incorporated, through its duly authorized President.

**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 of the Circuit Court

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

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

BCC Approved: \_\_\_\_\_

(Seal)

This document approved as to form and legal sufficiency.

By: 

Title: Atty

Date: 8/10/11

**PROVIDER:**  
**DISABLED AMERICAN**  
**VETERANS DEPARTMENT OF FLORIDA,**  
**INCORPORATED,** a non- profit corporation  
authorized to do business in the State of  
Florida

ATTEST: Judy McCrez-Sila  
Secretary

Albert H. Sinden  
President





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

**AI-1344**

**County Administrator's Report Item #: 13. 27.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Public Transportation Joint Participation Agreement (JPA) No. 42225718401 for FY 2011-2012 Transit Block Grant to Escambia County Area Transit (ECAT)

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Public Transportation Joint Participation Agreement (JPA) 42225718401, Providing Fiscal Year 2011-2012 Transit Block Grant Funding to Escambia County Area Transit (ECAT) - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning Public Transportation Joint Participation Agreement (JPA) Number 42225718401, providing Fiscal Year 2011-2012 Transit Block Grant Funding to Escambia County Area Transit (ECAT):

- A. Approve the Public Transportation JPA No. 42225718401, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$730,212, of Fiscal Year 2012 funding to Escambia County Area Transit (ECAT); and
- B. Adopt the Resolution authorizing the application and acceptance of these funds; and
- C. Authorize the Chairman to execute the Resolution, Public Transportation JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

[Funding Source: Fund 104, Mass Transit - no additional cost to the County]

**BACKGROUND:**

The JPA will provide mass transit operations funding for ECAT in FY 2012. Funds are allocated to mass transit systems by FDOT from State Transportation Block Grant Funds annually and must be accepted by the receiving agency.

**BUDGETARY IMPACT:**

No additional cost to the County results from this action. Projects funded by this JPA are included in the FY12 budget.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution and JPA have been reviewed and approved as to form and legal sufficiency by the County Attorney Office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Funds cannot be utilized until the Resolution and JPA have been approved and executed by the Board.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs and ECAT staff will continue to coordinate with the Florida Department of Transportation staff to complete all implementation requirements.

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**Attachments**

Resolution and Joint Participation Agreement - Block Grant

**RESOLUTION NUMBER R2011-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by The Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Administration Act of 1964, as amended; and

**WHEREAS**, the Florida Department of Transportation has indicated a willingness to participate in Multi-Year Joint Participation Agreement 42225718401 Providing \$730,212 in Block Grant funds for transit operating cost associated with the Escambia County mass transit operation budget for FY12.

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

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

Section 2. That the Board of County Commissioners approves the Multi-Year Joint Participation Agreement 42225718401 between Florida Department of Transportation and Escambia County providing for Block Grant transit operating assistance and authorizes the Chairman to sign all required documents.

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

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

BCC Approved \_\_\_\_\_

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

This document approved as to form and legal sufficiency.

By: *[Signature]*

Title: HCB

Date: 8/31/11

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC TRANSPORTATION  
08/11  
Page 1 of 14

Financial Project No(s): (item-segment-phase-sequence) 4222571 84 01	Fund: <u>DDR</u>	FLAIR <u>088774</u>
	Function: <u>680</u>	Object Code: <u>750010</u>
	Federal No.: _____	Org. Code: <u>55032020329</u>
Contract No.: _____	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>F596000598007</u>
CFDA Number: _____	CSFA Number: <u>55010</u>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and Escambia County Board of County Commissioners  
221 Palafox Place, Pensacola, Florida 32502  
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed  
on or before 9/30/2014 and this Agreement will expire unless a time extension is provided  
in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,  
and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including  
the implementation of an integrated and balanced transportation system and is authorized under  
341.052  
Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree  
as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is  
to provide Block Grant transit operating assistance.

and as further described in Exhibit(s) A, B, C, & D attached hereto and by this reference made a part  
hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the  
terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the  
project will be undertaken and completed.

## 2.00 Accomplishment of the Project

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

**3.00 Project Cost:** The total estimated cost of the project is \$ See Exhibit "B". This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ See Exhibit "B" as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding  is  is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

**5.00 Retainage :** Retainage  is  is not applicable. If applicable, \_\_\_\_\_ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

## **6.00 Project Budget and Payment Provisions:**

**6.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

**6.20 Payment Provisions:** Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

## **7.00 Accounting Records:**

**7.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

**7.20 Funds Received Or Made Available for The Project:** The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

**7.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**7.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**7.60 Audit Reports:** In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

**7.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

**7.62 Audits:**

**Part I Federally Funded:** If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II State Funded:** If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### **Part III Other Audit Requirements**

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### **Part IV Report Submission**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Kathy Rudd  
Post Office Box 607  
1074 Highway 90 East  
Chipley, FL 32428

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Kathy Rudd  
Post Office Box 607  
1074 Highway 90 East  
Chipley, FL 32428

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

Kathy Rudd  
Post Office Box 607  
1074 Highway 90 East  
Chipley, FL 32428



3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:

Kathy Rudd  
Post Office Box 607  
1074 Highway 90 East  
Chipley, FL 32428
  - B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
  - A. The Department at each of the following addresses:

Kathy Rudd  
Post Office Box 607  
1074 Highway 90 East  
Chipley, FL 32428
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

**7.63 Record Retention:** The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

**7.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

**7.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

**8.00 Requisitions and Payments:**

**8.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Three Public Transportation Office 1074 Highway 90 East Chipley, FL, 32428 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

**8.11** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

**8.12** Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

**8.13** For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein;  
or

**8.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**8.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**8.30 Disallowed Costs:** In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

**8.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

#### **9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**9.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

**10.00 Remission of Project Account Upon Completion of Project:** Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

**11.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

#### **12.00 Contracts of the Agency:**

**12.10 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

### **12.30 Disadvantaged Business Enterprise (DBE) Policy**

**12.31 DBE Policy:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

**12.40** The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

### **13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. 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 Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**13.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

**13.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**13.50 Prohibited Interests:** The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**13.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**14.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**14.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**14.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**14.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**14.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**15.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

**16.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

**17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**17.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before 9/30/2014. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

**18.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

**19.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**20.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**21.00 Restrictions on Lobbying:**

**21.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**21.20 State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

**22.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

**23.00 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**24.00 Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

#### **25.00 E-Verify**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.



Financial Project No(s) 4222571840

Contract No. \_\_\_\_\_

Agreement Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Escambia County Board of County Commissioners  
AGENCY NAME

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

**Kevin W. White, Chairman**

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

TITLE

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

BY: \_\_\_\_\_  
**DEPUTY CLERK**

This document approved as to form  
and legal sufficiency.

By: *[Signature]*

Title: ACU

Date: 8/29/11

**FINANCIAL PROJECT NO. 422257 1 84 01**

**EXHIBIT "A"  
PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Board of County Commissioners.

**PROJECT LOCATION:** Escambia County

**PROJECT DESCRIPTION:** This agreement provides for the Department's participation in the Agency's operational, administrative, and managerial expenses using State Block Grant funds for cost associated with the fixed route transit system. This funding provides 50% of the operating cost of public transportation services in the urbanized area.

**Scope:** Provide public bus transit services to people in urbanized area within the ECAT operating area in the manner described in the Agency's grant application and performed in accordance with the requirements of the State Public Transit Block Grant Program and the provisions of this Agreement.

**Deliverables:** Agency shall demonstrate the rendition of services as described in the Scope above by submitting invoices for reimbursement in the form and manner, and with the supporting documentation required, by the Department including without limitation Agency's total costs of administration, management, and operations directly incident to the provision of public bus transit services (but excluding depreciation or amortization of capital assets). Such invoices shall be submitted at such times as the Department may require.

**Additional Requirements:** Agency shall:

- Submit Project in TransCip along with a letter of request.
- Submit TDP or Annual Progress Report by September 1 in accordance with FAC Rule 14-73 along with the Fare Box Recovery Ratio report.
- Submit NTD Report by way of TransCip after approval by FTA.
- Notwithstanding the provisions of Exhibit "C," submit Performance Measures for approval by the Department by September 15 and publish as indicated in FDOT Procedure 725-030-030, attachment A.
- Submit quarterly reports, including ridership and goals, milestones, through TransCip.
- Relevant pages from the Transportation Improvement Plan ("TIP") for the year funds were allocated submitted to Department.
- Submit final report through TransCip upon completion to include summarization of the success, problems, and recommendations.
- Detailed budget that delineates all operating expenses with the project and clearly defines the expenses associated with the project as it relates to the transit system submitted to Department

**SPECIAL CONSIDERATIONS BY AGENCY:** See Exhibit "C".

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project number and the Federal Identification number, where applicable and the amount of state funding actions (receipt and disbursement of funds) and any federal or local funding actions and the funding action from any other source with respect to the project.

In accordance with 12.10, Third Party contracts must be approved by the Department.

**MULTI-YEAR CONTRACT**

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** See Exhibit "C".

Third Party agreement between the Escambia County Board of County Commissioners and Veolia Transportation, Inc., is here by approved.

**MULTI-YEAR CONTRACT**

**FINANCIAL PROJECT NO 4222571 84 01**

**EXHIBIT "B"  
PROJECT BUDGET**

**This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Board of County Commissioners.**

The Department has programmed the funding amounts shown below in the most currently adopted Work Program. The funding for subsequent years are based upon federal and/or state appropriation levels and on the distribution formula as outlined in Exhibit "C". This funding will be made available, annually, in the following manner. After all program requirements have been met, the Department will encumber funds for that fiscal year and will advise the agency in writing, **NOTIFICATION OF FUNDING** form, of the amount of funding available and beginning date when eligible project cost may be incurred. This notification **must** be signed by the agency and returned to the Department.

			<b>FY 11/12</b>
<b>Total Estimated Project Cost</b>			<b>\$ 1,460,424</b>
<b>Local Funding (LF)</b>	<b>(50%)</b>		<b>\$ 730,212</b>
<b>Federal Pass through Funding (DU)</b>	<b>( %)</b>		<b>\$</b>
<b>State Funding (DDR/DS)</b>	<b>(50%)</b>		<b>\$ 730,212</b>
		<b>TOTAL</b>	<b>\$ 1,460,424</b>

**It is the intent of the Department to participate in the project to the level of funding encumbered not to exceed 50% of the eligible and allowable non-federal share or whichever is less.**

**FINANCIAL PROJECT NO. 4222571 84 01**

**EXHIBIT "C"**

**This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Board of County Commissioners.**

**REF: Section 341.052 F.S.**

**Must meet the requirements set forth in Department Procedure 725-030-030, Public Transit Block Grant Program.**

**The Department shall provide block grant funds for eligible capital and operating costs of public bus transit and local public fixed guideway projects. Eligibility of this Agency to receive grant funding is provided in Sec. 341.052(1) F.S., and Sections 5307 and 5311 of the Federal Transit Act, 49 U.S.C. 5307, and 49 U.S.C. 5311 respectively.**

**Eligible transit capital costs means any costs that would be defined as capital costs by the Federal Transit Administration.**

**Eligible transit operating costs are the total administrative, management, and operation costs directly incident to the provision of public bus transit services, excluding any depreciation or amortization of capital assets.**

**Block grant funds shall not exceed local revenue during the term of this agreement.**

**(Local revenue is defined as the sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service and non - transportation activities.)**

**Block grant funds shall not supplant local tax revenues made available for operations in the year immediately preceding this agreement.**

**State participation in eligible public transit operating costs may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.**

**The Agency shall require the independent auditor, retained to perform the audit as required by the Single Audit Act of 1984, to specifically test and certify that these limitations (...funds shall not exceed local revenue...funds shall not be expended for depreciation or amortization of capital assets...funds shall not supplant local tax revenues made available for operations in the previous year) of the block grant program as delineated in Chapter 341.052 F.S., have been adhered to.**

The Agency shall provide the Department with two (2) copies of its most current adopted budget by March 1. Unless the adopted budget uses a format consistent with the National Transit Database (NTD) report, the copy provided to the Department will indicate how the projections for total local revenue, local tax revenue made available for operations, and depreciation and amortization costs, as they will appear in the NTD report, can be identified.

The Agency shall publish in the local newspaper of its area, in the format prescribed by the Department, the productivity and performance measures established for the transit providers most recently completed fiscal year and the prior fiscal year. This report shall be approved by the Department of Transportation prior to its publication. This report shall be submitted to the Department no later than November 15 of each year, and published either by December 31 or no later than twenty eight (28) calendar days of the Department's written approval of the report. The Agency shall furnish an affidavit of publication to the Department within twenty eight (28) calendar days of publication.

The Agency shall submit a Transit Development Plan (TDP) or annual update to the Department by September 1 of each year. As a separate part of the transit development plan or annual report, the Agency will address potential enhancements to productivity and performance which would have the effect of increasing farebox ratio pursuant to FS 341.071 (2).

A TDP shall conform to the requirements in Rule 14-73, available at:  
<http://fac.dos.state.fl.us/faconline/chapter14.pdf>.

### **Safety Requirements**

Bus Transit System - In accordance with Florida Statute 341.061, and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

## EXHIBIT D

### FEDERAL RESOURCES

Federal Agency Amount                      Catalog of Federal Domestic Assistance (Number & Title)

#### Compliance Requirements

- 1.
- 2.
- 3.

### STATE RESOURCES

State Agency Amount                      Catalog of State Financial Assistance (Number & Title)  
\$730,212    55010

#### Compliance Requirements

1. See Attachment 1
2. See Exhibit C
- 3.

#### Matching Resources for Federal Programs

Federal Agency Amount                      Catalog of Federal Domestic Assistance (Number & Title)

#### Compliance Requirements

- 1.
- 2.
- 3.

***NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit D be provided to the recipient.***

## ATTACHMENT 1

- Program Objectives:** The Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transit. Block grant funds are to be used for eligible capital and operating costs of public transportation providers and transit service development and transit corridor projects. (FDOT Procedure Topic Number 725-030-030-f)
- Program Procedures:** Public Transit Block Grant Program funds are to be awarded to those public transit providers eligible to receive funding from the Federal Transit Administration's Section 5307 and 5311 programs and to Community Transportation Coordinators (CTC). A CTC is a transportation entity so designated by the Florida Commission for the Transportation Disadvantaged (CTD) as provided for in Chapter 427, Florida Statutes, to serve the transportation disadvantaged population within a designated service area. The FDOT will distribute 85 percent of the funds to Section 5307 providers and to Section 5311 providers who are not CTC as defined in this procedure. The CTD will distribute 15 percent of the funds to CTCs according to their own procedures. (FDOT Procedure Topic Number 725-030-030-f, Section 1.1)
- Federal Transit Administration's Section 5307 Program funds may be granted to public agencies in urbanized areas with a population of 50,000 or more. Such an agency becomes eligible to receive block grant funds when the annual element of its Transportation Improvement Program contains a block grant project. (FDOT Procedure Topic Number 725-030-030-f)
- Federal Transit Administration's Section 5311 Program funds may be granted for the purpose of providing public transportation outside the urbanized area. (FDOT Procedure Topic Number 725-030-030-f)
- Compliance Requirement:** In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.
- Activities Allowed:** Block grant funds may be used for eligible capital and operating costs of public transit providers. Funds may also be used for transit service development and transit corridor projects. Projects shall be consistent with applicable approved local government comprehensive plans. Local tax revenue made available for operating costs shall not be supplanted by block grant funds. (FDOT Procedure Topic Number 725-030-030-f, Section 1.2 and 1.3)
- All projects must be consistent, to the maximum extent feasible, with the approved local government comprehensive plans of the units of local government in which the project is located. (Section 341.052(2),(c), Florida Statutes)
- If an audit reveals that an eligible provider expended block grant funds on unauthorized uses, the provider must repay to FDOT an amount equal to funds expended for unauthorized uses. (Section 341.052(7),(c), Florida Statutes)
- Allowable Costs:** Cost for which public transit block grant program funds may be expended include:
- 1) Cost of public bus transit and local public fixed guideway capital projects.
  - 2) Costs of public bus transit service development and transit corridor projects. Whenever block grant funds are used for a service development project or a transit corridor project, the use of such funds is governed by Section 341.051, Florida Statutes. Local transit service development projects and transit corridor projects currently operating under contract with FDOT shall continue to receive state funds according to the contract until such time as the contract expires. Transit corridor projects, wholly within one county, meeting or exceeding performance criteria as described in the contract shall be continued by the transit provider at the same or higher level of service until such time as FDOT, the Metropolitan Planning Organization and the service provider agree to discontinue the service. The provider may not increase fare for service in transit corridor projects wholly within one county without the consent of FDOT.
  - 3) Cost of public bus transit operations. (Section 341.052(2), Florida Statutes)



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

**AI-1346**

**County Administrator's Report Item #: 13. 28.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Public Transportation Joint Participation Agreement (JPA) No. 421368284 for FY 2011-2012 5311 Non-Urbanized Area Grant to Escambia County Area Transit

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Public Transportation Joint Participation Agreement (JPA) Number 421368284, Providing Fiscal Year 2011-2012 Section 5311 Non-Urbanized Area Formula Program Grant Funding to Escambia County Area Transit (ECAT) - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning Public Transportation Joint Participation Agreement (JPA) Number 421368284, providing Fiscal Year 2011-2012 Section 5311 Non-Urbanized Area Formula Program Grant Funding to Escambia County Area Transit (ECAT):

- A. Approve the Public Transportation JPA No. 421368284, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$123,430, of Fiscal Year 2012 funding to Escambia County Area Transit (ECAT); and
- B. Adopt the Resolution authorizing the application and acceptance of these funds; and
- C. Authorize the Chairman to execute the Resolution, Public Transportation JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

[Funding Source: Fund 104, Mass Transit - no additional cost to the County]

**BACKGROUND:**

The JPA will provide mass transit operations funding for ECAT in FY 2012. Funds are allocated to mass transit systems by FDOT from State Transportation Section 5311 Non-Urbanized Area Formula Program Grant Funds and must be accepted by the receiving agency.

**BUDGETARY IMPACT:**

No additional cost to the County results from this action. Projects funded by this JPA are included in the FY12 budget.



**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution and JPA have been reviewed and approved as to form and legal sufficiency by the County Attorney Office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Funds cannot be utilized until the Resolution and JPA has been approved and executed by the Board.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs and ECAT staff will continue to coordinate with the Florida Department of Transportation staff to complete all implementation requirements.

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**Attachments**

Resolution and Joint Participation Agreement - 5311 Grant

**RESOLUTION NUMBER R2011-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by The Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Administration Act of 1964, as amended; and

**WHEREAS**, the Florida Department of Transportation has indicated a willingness to participate in Joint Participation Agreement 421368284 Providing \$123,430 in 5311 Non-Urbanized Area Formula Program Grant funds for transit operating cost associated with the Escambia County mass transit operation budget for FY12.

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

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

Section 2. That the Board of County Commissioners approves the Supplemental Joint Participation Agreement 421368284 between Florida Department of Transportation and Escambia County providing for 5311 Non-Urbanized Area Formula Program Grant transit operating assistance and authorizes the Chairman to sign all required documents.

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

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

BCC Approved \_\_\_\_\_

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

This document approved as to form and legal sufficiency.

By: Justin Hual  
Title: ACA  
Date: 8/31/11

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC TRANSPORTATION  
08/11  
Page 1 of 14

Financial Project No(s): (Item-segment-phase-sequence) 4213682 84	Fund: DU	FLAIR 088774
	Function: 680	Object Code: 790004
	Federal No.: FL18-XO	Org. Code: 55032020329
Contract No.:	DUNS No.: 80-939-7102	Vendor No.: F596000598007
CFDA Number: 20-509		CSFA Number:

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Escambia County Board of County Commissioners  
221 Palafox Place Pensacola, Florida 32502  
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 9/30/2014 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.051(1)(a), Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide Section 5311 fund, operating assistance, for non-urbanized public transportation services in Escambia County.

and as further described in Exhibit(s) A, B, C, & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

## 2.00 Accomplishment of the Project

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

**3.00 Project Cost:** The total estimated cost of the project is \$ See Exhibit "B". This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ See Exhibit "B" as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding  is  is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

**5.00 Retainage :** Retainage  is  is not applicable. If applicable, \_\_\_\_\_ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

## **6.00 Project Budget and Payment Provisions:**

**6.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

**6.20 Payment Provisions:** Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

## **7.00 Accounting Records:**

**7.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

**7.20 Funds Received Or Made Available for The Project:** The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

**7.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**7.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**7.60 Audit Reports:** In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

**7.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

**7.62 Audits:**

**Part I Federally Funded:** If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II State Funded:** If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Kathy Rudd  
Post Office Box 607  
1074 Highway 90 East  
Chipley, FL 32428

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Kathy Rudd  
Post Office Box 607  
1074 Highway 90 East  
Chipley, FL 32428

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

Kathy Rudd  
Post Office Box 607  
1074 Highway 90 East  
Chipley, FL 32428

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:

Kathy Rudd  
Post Office Box 607  
1074 Highway 90 East  
Chipley, FL 32428
  - B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
  - A. The Department at each of the following addresses:

Kathy Rudd  
Post Office Box 607  
1074 Highway 90 East  
Chipley, FL 32428
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

**7.63 Record Retention:** The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

**7.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.



**7.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

#### **8.00 Requisitions and Payments:**

**8.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Three Public Transportation Office 1074 Highway 90 East Chipley, FL, 32428 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

**8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.**

**8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.**

**8.13 For real property acquired, submit;**

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein;  
or

**8.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**8.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**8.30 Disallowed Costs:** In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

**8.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

#### **9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**9.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

**10.00 Remission of Project Account Upon Completion of Project:** Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

**11.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

#### **12.00 Contracts of the Agency:**

**12.10 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

### **12.30 Disadvantaged Business Enterprise (DBE) Policy**

**12.31 DBE Policy:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

**12.40** The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

### **13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. 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 Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**13.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

**13.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**13.50 Prohibited Interests:** The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**13.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**14.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**14.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law. Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**14.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**14.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**14.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**15.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

**16.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

**17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**17.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before 9/30/2014. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9:00 of this Agreement shall be initiated.

**18.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

**19.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**20.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**21.00 Restrictions on Lobbying:**

**21.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**21.20 State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

**22.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

**23.00 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**24.00 Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

#### **25.00 E-Verify**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No(s). 421368284

Contract No. \_\_\_\_\_

Agreement Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Escambia County Board of County Commissioners  
AGENCY NAME

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

**Kevin W. White, Chairman**

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

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

BY: \_\_\_\_\_  
**DEPUTY CLERK**

This document approved as to form  
and legal sufficiency.

By: *[Signature]*

Title: *[Signature]*

Date: 8/29/11



**FINANCIAL PROJECT NO. 4213682 84**

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation and Escambia County.**

**PROJECT LOCATION:** Escambia

**PROJECT DESCRIPTION:** This agreement provides for the Department's participation in the Agency's operational, administrative, and managerial expenses using pass through funds from the Federal Transit Administration Section 5311 Program and as identified in the annual program application by the Agency and on file with the Department. This funding provides 50% of the operating cost of public transportation services in non-urbanized areas.

**Scope:** Provide transportation to people in non-urbanized areas within Escambia County in the manner described in the Agency's grant application, and performed in accordance with the requirements of the Section 5311 Program in Florida and the provisions of this Agreement.

**Deliverables:** Agency shall demonstrate the rendition of services as described in the Scope above by submitting invoices for reimbursement in the form and manner, and with the supporting documentation, required by the Department including without limitation Agency's total administrative, management and operation costs directly related to the provision of transportation as described in the Scope, less operating revenues. Such invoices shall be submitted at such times as the Department may require.

**Additional Requirements:** Before the FINAL INVOICE is processed, Agency must have met the following requirements:

Project submitted through TransCip.

Quarterly reports, including ridership, submitted through TransCip.

Relevant pages showing budget from the Transportation Disadvantaged Service Plan ("TDSP") and Transportation Improvement Plan ("TIP") (urban area) submitted to Department.

Detailed budget that delineates all operating expenses with the project that clearly defined the expenses associated with the project as it relates to the Section 5311 grant submitted to Department.

DBE reports submitted every six months.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

In accordance with 12.10, third party contracts must be approved by the Department.

See Exhibit "C."

**SPECIAL CONSIDERATIONS BY DEPARTMENT: See Exhibit "C."**

**MULTI-YEAR JOINT PARTICIPATION AGREEMENT**

Third Party contract between the Escambia County BOCC and Veolia Transportation, Inc, and Pensacola Bay Transportation, Inc., is hereby approved.

**FINANCIAL PROJECT NO 4213682 84**

**EXHIBIT "B"  
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation** and **Escambia County Board of County Commissioners**.

**MULTI-YEAR JOINT PARTICIPATION AGREEMENT**

**PROJECT ESTIMATED AND PROGRAMMED BUDGET:**

The Department has programmed the funding amounts shown below in the most currently adopted Work Program. The funding for subsequent years are based upon federal and/or state appropriation levels and on the distribution formula as outlined in Exhibit "C". This funding will be made available, annually, in the following manner. After all program requirements have been met, the Department will encumber funds for that fiscal year and will advise the agency in writing, **NOTIFICATION OF FUNDING FORM**, of the amount of funding available and the beginning date when eligible project cost may be incurred. This notification must be signed by the agency and returned to the Department.

**FISCAL YEAR 11/12**

Total Estimated Project Cost		\$ 246,860
Local Funding (LF)	( %)	\$ 123,430
Federal-Pass Through Funding (DU)	( 50 %)	\$ 123,430
State Funding (DS/DDR)	( %)	\$
<b>TOTAL AMOUNT</b>		<b>\$ 246,860</b>

It is the intent of the Department to participate in the project to the level of funding encumbered not to exceed 50% of the eligible and allowable non-federal share or which ever is less.

**FINANCIAL PROJECT NO. 4213682 84**

**EXHIBT "C"**  
**(Section 5311)**

**This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Board of County Commissioners.**

This Agreement is in conformance with Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. app. 5311) and Section 341.051(1)(a) Florida Statutes.

The Section 5311 subrecipient shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR part 655.

The Section 5311 subrecipient shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5311 funds.

**FORMULA INFORMATION:**

This program is authorized under 49 U.S.C. Subsection 5311 and USDOT, Federal Transit Administration Circular FTA C 9040.1ER, *Nonurbanized Area Formula Program Guidance and Grant Application Instructions*, dated October 1, 1998, as amended. Said circular, Chapter II, Section 3, outlines the formula for federal apportionments under this program. Section 5311 funds are apportioned to the states by a statutory formula based on the ratio of nonurbanized population of each state to the nonurbanized population of all the states, according to the latest available U.S. census data.

The Department's Central Transit Office and District offices, further sub-allocate the state's federal apportionment of Section 5311 funds to eligible sub-recipients using the same nonurbanized population formula as the Federal Transit Administration, which is outlined in FDOT Procedure No. 752-030-004, Section 5311 Program.

This Agreement is in conformance with Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. app. 5311) and Section 341.051(1)(a) Florida Statutes.

The Section 5311 subrecipient shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR part 655.

The Section 5311 subrecipient shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5311 funds.

The Section 5311 subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the FDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to so comply shall constitute a material breach of this contract.

The Section 5311 subrecipient assures the project will be completed in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S. C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

The Section 5311 subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, the Section 5311 subrecipient of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, subrecipients may not use federally funded equipment, vehicles, or facilities.

The Section 5311 subrecipient agrees to comply with Buy America requirements outlined in 49 U.S.C. 5323(j) and 49 CFR Part 661, if using the funds granted under this agreement for rolling stock purchases. The recipient also agrees to

comply with the pre-award and post delivery requirements outlined in 49 CFR 661.12.

The Section 5311 subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 if the agreement exceeds \$100,000.

The Section 5311 subrecipient agrees to comply with the requirements pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5) and 49 CFR Part 19, Appendix A, Section 7.

If this agreement is for a construction project over \$100,000 the recipient must adhere to FTA's bonding requirements as outlined in the Best Practices Procurement Manual.

The 5311 subrecipient agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 if this agreement exceeds \$100,000.

The 5311 subrecipient agrees to comply with all the requirement of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (49U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

The 5311 subrecipient agrees to comply with the Davis-Bacon and Copeland Anti-kickback acts as codified at 40 U.S.C. 3141 and 18 U.S.C. 874 for any agreement exceeding \$2,000.

For any contract over \$2,000 the 5311 subrecipient agrees to comply with the Contract Work Hours and Safety Standards Act codified at 40 U.S.C. 3701.

The 5311 subrecipient agrees to comply with the Transit Employee Protective Agreements as codified in 40 U.S.C. 5311 and 29 CFR Part 215.

The 5311 subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any FDOT requests which would cause the 5311 subrecipient to be in violation of the FTA terms and conditions.

In accordance with Florida Statute 341.061, and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule 14-90 and has performed annual safety inspections of all buses operated.

The agency shall require the independent auditor, retained to perform the audit as required by the **Office of Management (OMB) Circular A-133 and/or the Florida Single Audit Act, 215.97 F.S.**, to specifically test and certify that services funded by the program were provided in non-urbanized areas, that there was no restriction on public use, and that the State and Federal share of eligible costs did not exceed amounts specified in the approved project budget (**Exhibit B**).

Participation in Section 5311 operating funds is 50% of the eligible cost, less farebox, charter service, and advertising revenue, up to the amount of this agreement.

Section 5311 recipients also operating in an urbanized area, must have a method for segregating urbanized and non-urbanized cost.

Article 12.30 of this agreement require the recipient of Section 5311 funds ensure the Disadvantage Business Enterprises maximum opportunity to compete for and perform contracts. Information on contracts, utilizing 5311 funds, must submit to The District Office biannually.

The direct recipient of Section 5311 funds is responsible for ensuring that any entity, providing transportation services on its behalf, is in compliance with FTA Drug and Alcohol Regulation, 49 C.F.R. Part 655. If a transit system serves only as to pass through non-FTA funding to another transportation agency, the later is not covered by the regulations. Those pass through funds must be clearly identified and distinct from other FTA funds.

Section 5311 funded programs must provide service on a first-come, first-served basis to the general public. **Prioritizing trips is not allowed.**

**EXHIBIT D**

**FEDERAL RESOURCES**

Federal Agency Amount  
\$123,430

Catalog of Federal Domestic Assistance (Number & Title)  
20.509 Formula Grants for other than Urbanized Areas

Compliance Requirements

1. See Attachement 1
2. See Exhibit "C"
- 3.

**STATE RESOURCES**

State Agency Amount

Catalog of State Financial Assistance (Number & Title)

Compliance Requirements

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

Federal Agency Amount

Catalog of Federal Domestic Assistance (Number & Title)

Compliance Requirements

- 1.
- 2.
- 3.

***NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit D be provided to the recipient.***

# Attachment 1

## Program Overview

The Formula Grants For Other than Urbanized Areas is a rural program that is formula based and provides funding to states for the purpose of supporting public transportation in rural areas, with population of less than 50,000. The goal of the program is to provide the following services to communities with population less than 50,000:

- Enhance the access of people in nonurbanized areas to health care, shopping, education, employment, public services, and recreation.
- Assist in the maintenance, development, improvement, and use of public transportation systems in nonurbanized areas.
- Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in nonurbanized areas through the coordination of programs and services.
- Assist in the development and support of intercity bus transportation.
- Provide for the participation of private transportation providers in nonurbanized transportation.

The Rural Transit Assistant Program and the Tribal Transit Program are funded as a takedown from the Section 5311 program.

## Eligible Recipients

Section 3013 (s) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), amend eligible recipients to include a State or Indian tribe that receives a Federal transit program grant directly from the Federal Government. A subrecipient of the program includes a State or local governmental authority, a nonprofit organization, or an operator of public transportation or intercity bus service that receives federal transit program grant funds indirectly through a recipient.

## Eligible Activities

An eligible recipient may use the funding for capital, operating, and administrative expenses for public transportation projects that meet the needs of rural communities. Examples of eligible activities include: capital projects; operating costs of equipment and facilities for use in public transportation; and the acquisition of public transportation services, including service agreements with private providers of public transportation services.

The state must use 15 percent of its annual apportionment to support intercity bus service, unless the Governor certifies, after consultation with affected intercity bus providers that the needs of the state are adequately met.

## Statutory Reference

49 U.S.C. 5311

## Funding Availability

Funds are available the year appropriated plus two years (total of three years).

## Allocation of Funding

FTA apportions Section 5311 funds to the States by a statutory formula using the latest available U.S. decennial census data. Eighty percent of the statutory formula is based on the nonurbanized population of the States. Twenty percent of the formula is based on land area. No State may receive more than 5 percent of the amount apportioned for land area. In addition, FTA adds amounts apportioned based on nonurbanized population according to the growing States formula factors of 49 U.S.C. 5340 to the amounts apportioned to the States under the Section 5311 program.

## Match

The Federal share of eligible capital and project administrative expenses may not exceed 80 percent of the net cost of the project. For operating, the Federal share may not exceed 50 percent of the net operating cost of the project. For projects that meet the requirements of the Americans with Disabilities Act, the Clean Air Act, or bicycle access projects, they may be funded at 90 percent Federal match.

## Contact Information

For additional information about the Section 5311 Program, contact the Office of Program Management: (202) 366-2053.



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

**AI-1349**

**County Administrator's Report Item #: 13. 29.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Public Transportation Joint Participation Agreement (JPA) No. 43028718401 for FY 2011-2012 Service Development Grant to Escambia County Area Transit

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Public Transportation Joint Participation Agreement (JPA) Number 43028718401, Providing Fiscal Year 2011-2012 Service Development Grant Funding to Escambia County Area Transit (ECAT) - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning Public Transportation Joint Participation Agreement (JPA) Number 43028718401, providing Fiscal Year 2011-2012 Service Development Grant Funding to Escambia County Area Transit (ECAT):

- A. Approve the Public Transportation JPA No. 43028718401, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$1,498,333, of Fiscal Year 2012 funding to Escambia County Area Transit (ECAT); and
- B. Adopt the Resolution authorizing the application and acceptance of these funds; and
- C. Authorize the Chairman to execute the Resolution, Public Transportation JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

[Funding Source: Fund 104, Mass Transit - no additional cost to the County]

**BACKGROUND:**

The JPA will provide mass transit operations funding for ECAT in FY 2012. Funds are allocated to mass transit systems by FDOT from State Transportation Service Development Funds and must be accepted by the receiving agency.

**BUDGETARY IMPACT:**

No additional cost to the County results from this action. Projects funded by this JPA are included in the FY12 budget.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution and JPA have been reviewed and approved as to form and legal sufficiency by the County Attorney Office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Funds cannot be utilized until the JPA has been approved and executed by the Board.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs and ECAT staff will continue to coordinate with the Florida Department of Transportation staff to complete all implementation requirements.

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**Attachments**

**Resolution and Joint Participation Agreement - Service Development Grant**



**RESOLUTION NUMBER R2011-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by The Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Administration Act of 1964, as amended; and

**WHEREAS**, the Florida Department of Transportation has indicated a willingness to participate in Multi-Year Joint Participation Agreement 43028718401 Providing \$1,498,333 in Service Development Grant funds for transit operating cost associated with the Escambia County mass transit operation budget for FY12.

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

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

Section 2. That the Board of County Commissioners approves the Multi-Year Joint Participation Agreement 43028718401 between Florida Department of Transportation and Escambia County providing for Block Grant transit operating assistance and authorizes the Chairman to sign all required documents.

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

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

BCC Approved \_\_\_\_\_

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

This document approved as to form and legal sufficiency.

By: *[Signature]*

Title: ACH

Date: 8/31/11

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

Financial Project No(s): <small>(Item-segment-phase-sequence)</small> <u>4302871 84 01</u>	Fund: <u>DDR</u> Function: <u>680</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u>	FLAIR <u>088774</u> Object Code: <u>750012</u> Org. Code: <u>55032020329</u> Vendor No.: <u>F596000598007</u>
Contract No.: _____ CFDA Number: _____	CSFA Number: <u>55012</u>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Escambia County Board of County Commissioners  
221 Palafox Place, Pensacola, Florida 32502  
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 09/30/2012 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.051 (10)

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide Service Development funding for a public transit Express Route in Escambia County. Exhibit "A" further describes the project.

and as further described in Exhibit(s) A, B, C, & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

## 2.00 Accomplishment of the Project

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

**3.00 Project Cost:** The total estimated cost of the project is \$ 2,996,666.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 1,498,333.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding  is  is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

**5.00 Retainage :** Retainage  is  is not applicable. If applicable, \_\_\_\_\_ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

## **6.00 Project Budget and Payment Provisions:**

**6.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

**6.20 Payment Provisions:** Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

## **7.00 Accounting Records:**

**7.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

**7.20 Funds Received Or Made Available for The Project:** The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

**7.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**7.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**7.60 Audit Reports:** In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

**7.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

**7.62 Audits:**

**Part I Federally Funded:** If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II State Funded:** If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Kathy Rudd  
P.O.Box 607 1074 Hwy 90  
Chipely, FL 32428

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Kathy Rudd  
P.O.Box 607 1074 Hwy 90  
Chipely, FL 32428

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

Kathy Rudd  
P.O.Box 607 1074 Hwy 90  
Chipely, FL 32428

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:

Kathy Rudd  
P.O.Box 607 1074 Hwy 90  
Chipely, Fl 32428
  - B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
  - A. The Department at each of the following addresses:

Kathy Rudd  
P.O.Box 607 1074 Hwy 90  
Chipely, Fl 32428
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

**7.63 Record Retention:** The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

**7.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

**7.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

#### **8.00 Requisitions and Payments:**

**8.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Three Public Transportation Office 1074 Highway 90 East, Chipley, FL, 32428 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

**8.11** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

**8.12** Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

**8.13** For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein;  
or

**8.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**8.26 Federal Participation (if Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."



**8.30 Disallowed Costs:** In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

**8.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

#### **9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**9.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

**10.00 Remission of Project Account Upon Completion of Project:** Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

**11.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

#### **12.00 Contracts of the Agency:**

**12.10 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

### **12.30 Disadvantaged Business Enterprise (DBE) Policy**

**12.31 DBE Policy:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

**12.40** The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

### **13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. 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 Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**13.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

**13.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**13.50 Prohibited Interests:** The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**13.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

#### **14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**14.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**14.40 How Agreement is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**14.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**14.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**14.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**15.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

**16.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

**17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**17.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before 09/30/2012. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

**18.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

**19.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**20.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**21.00 Restrictions on Lobbying:**

**21.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**21.20 State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

**22.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

**23.00 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**24.00 Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

### **25.00 E-Verify**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No(s) 43028718401

Contract No. \_\_\_\_\_

Agreement Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Escambia County Board of County Commissioners  
AGENCY NAME

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

**Kevin W. White, Chairman**

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

ATTEST: **ERNE LEE MAGAHA**  
CLERK OF THE CIRCUIT COURT

BY: \_\_\_\_\_  
DEPUTY CLERK

This document approved as to form  
and legal sufficiency.

By: *Justin Hurd*

Title: HCA

Date: 8/29/11

**FINANCIAL PROJECT NO. 4302871 84 01**

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Board of County Commissioners.

**PROJECT LOCATION:** Escambia County

**PROJECT DESCRIPTION:** Provide efficient Express Bus Service between selected key destination points in the City and County, and improve the efficiency of the remaining service routes by increased frequency with additional buses. This project will include:

- A. Express service between NAS Pensacola, Corry Station, Downtown, and Cordova Mall.
- B. Express service between Downtown and Cordova Mall.
- C. Express service between NAS Pensacola and Pensacola Beach.
- D. Express service between Downtown and Pensacola Beach.

**DELIVERABLES:**

- Project must be submitted in TransCip
- Quarterly reports, including ridership and goals, milestones, are to be submitted through TransCip.
- Relevant pages from the TDP and TIP (urban).
- Final report to be submitted through TransCip upon completion to include summarization of the success, problems, and recommendations.
- Detailed budget that delineates all operating expenses with the project, clearly defines the expenses associated with the project as it relates to the Service Development funding.

**SPECIAL CONSIDERATIONS BY AGENCY: See Exhibit "C".**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project number and the Federal Identification number, where applicable and the amount of state funding actions (receipt and disbursement of funds) and any federal or local funding actions and the funding action from any other source with respect to the project.

In accordance with 12.10, Third Party contracts must be approved by the Department.

**SPECIAL CONSIDERATIONS BY DEPARTMENT: See Exhibit "C".**

Third Party contract between Escambia County and Veolia Transportation, Inc., is hereby approved.



**FINANCIAL PROJECT NO. 4302871 84 01**

**EXHIBIT "B"  
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation and Escambia County Board of County Commissioners.**

**PROJECT ESTIMATED AND PROGRAMMED BUDGET:**

I. PROJECT COST: \$ 2,996,666

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TOTAL PROJECT COST: \$ 2,996,666

II. PARTICIPATION:

**Maximum Federal Participation**

FTA, FAA ( %) or \$

**Agency Participation**

In-Kind ( %) \$  
Cash Local ( %) \$ 1,498,333  
Other Fare Box \$

**Maximum Department Participation**

State (DS)(DDR) ( 50 %) or \$ 1,498,333  
Federal Reimbursable (DU)(FRA)(DFTA)( %) or \$  
Local Reimbursable (DL) ( %) or \$

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TOTAL PROJECT COST \$ 2,996,666

**FINANCIAL PROJECT NO. 4302871 84 01**

***EXHIBIT "C"***

**This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Board of County Commissioners.**

The requirements listed in this exhibit apply to projects funded under the authority given in Sections 341.051, 20.23(3)(a) and 334.048(3), Florida Statutes (F.S.) Rule Chapter 14-73, Public Transportation, Florida Administrative Code (F.A.C.)

**Must meet the requirements set forth in Department Procedure 725-030-005.**

**All submittals required by the Articles of this Agreement with further explanation on the following:**

**In accordance with Florida Statute 341.061, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety and security certification that the Agency has adopted and is complying with its adopted System Safety Program Plan and System Security Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.**

## EXHIBIT D

### FEDERAL RESOURCES

Federal Agency Amount

Catalog of Federal Domestic Assistance (Number & Title)

#### Compliance Requirements

- 1.
- 2.
- 3.

### STATE RESOURCES

State Agency Amount

Catalog of State Financial Assistance (Number & Title)

\$1,498,333

55012

#### Compliance Requirements

1. See Attachment 1
2. See Exhibit C
- 3.

#### Matching Resources for Federal Programs

Federal Agency Amount

Catalog of Federal Domestic Assistance (Number & Title)

#### Compliance Requirements

- 1.
- 2.
- 3.

***NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit D be provided to the recipient.***

## ***Attachment 1***

- Program Objectives:** The Public Transportation Service Development Program was enacted to provide initial funding for special projects. The program is selectively applied to determine whether a new or innovative technique or measure can be used to improve or expand public transit. (FDOT Procedure Topic Number 725-030-005-e)
- Program Procedures:** Public Transit Service Development Projects are undertaken by a public agency to determine whether a new or innovative technique or measure can be utilized to improve or expand public transit services to its constituency. The duration of the project shall be limited according to the type of the project in conformance with the provisions of Section 341.051(5)(f), Florida Statutes, but in no case shall exceed a period of 3 years. (Section 341.031(8), Florida Statutes)
- The Joint Participation Agreement (JPA) shall specify that if deemed successful by their own measures, Service Development Projects must be continued by the public transit provider without additional Public Transit Service Development Program funds. (FDOT Procedure Topic Number 725-030-005-e)
- Compliance Requirement:** In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.
- Activities Allowed:** Public Transportation Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies, the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit groups. (FDOT Procedure Topic Number 725-030-005-e)
- Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Public Transportation Service Development Program. (FDOT Procedure Topic Number 725-030-005-e)
- Allowable Costs:** Public Transportation Service Development Project funds are selectively applied in the following functional areas and subject to specified times of duration:
- 1) Improving system operations, including, but not limited to, realigning route structures, increasing system average speed, decreasing deadhead mileage, expanding area coverage, and improving schedule adherence, for a period up to 3 years;
  - 2) Improving system maintenance procedures, including, but not limited to, effective preventive maintenance programs, improved mechanics training programs, decreasing service repair calls, decreasing parts inventory requirements, and decreasing equipment downtime, for a period of up to 3 years;
  - 3) Improving marketing and consumer information programs, including, but not limited to, automated information services, organized advertising and promotion programs, and signing of designated stops, for a period of up to 2 years; and
  - 4) Improving technology involved in overall operations, including, but not limited to, transit equipment, fare collection techniques, electronic data processing applications, and bus locators, for a period of up to 2 years. (Section 341.051(5)(b)3(f), Florida Statutes)



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

**AI-1352** **County Administrator's Report Item #: 13. 30.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Purchase Orders over \$50,000 for Fiscal Year 2011-2012

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

**Information**

**RECOMMENDATION:**

Recommendation Concerning Purchase Orders over \$50,000 for Fiscal Year 2011-2012 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements for Fiscal Year 2011-2012, as follows:

	<u>Vendor</u>	<u>Amount</u>	<u>Contract Number</u>
A.	Animal Services Division		
1.	Merritt Veterinary Supply Animal Medical Supplies and Equipment Vendor Number: 133193 Fund: 001 General Fund, 101 Escambia County Restricted Cost Center: 320301 Animal Services Administration, 320302 Animal License Fees	\$ 60,000	
2.	Temporary Personnel Solutions Long Term Temporary Staffing Needs Vendor Number: 200939 Fund: 001 General Fund, 101 Escambia County Restricted Cost Center: 320301 Animal Services Administration, 320302 Animal License Fees	\$ 100,000	PD 09-10.008
B.	Mass Transit		
1.	Veolia Transportation Services Transit Management Agreement Vendor Number: 220272 Fund: 104 Mass Transit Cost Center: 320401 Mass Transit Operations, 320404 County Fleet Maintenance	\$ 226,000	PD 03-04.036 (Pending two potential 90-day extensions)

[Funding is available for each Purchase Order in the specified Cost Center(s) noted.]

**BACKGROUND:**

The Department of Community Affairs has Purchase Orders that over the course of a fiscal year exceed \$50,000. The issuance of these Purchase Orders during October 2011 is essential to ensure the continuity of services provided through our department to the citizens of Escambia County.

**BUDGETARY IMPACT:**

Funding is available for each Purchase Order in the specified cost center(s) noted above.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy, via Escambia County Code of Ordinances Chapter 46 Article II, Section 46-64, requires Board approval of contracts and/or awards in the amount of \$50,000 or greater.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs will coordinate with the Office of Purchasing on the issuance of these Purchase Orders.

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

**AI-1308**

**County Administrator's Report Item #: 13. 31.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** 2010 State Homeland Security Grant Program, CFA 97.067, Subrecipient Agreement

**From:** Mike Weaver

**Organization:** Public Safety

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the 2010 State Homeland Security Grant Program CFA 97.067, Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the 2010 State Homeland Security Grant Program CFA 97.067, Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida:

A. Approve the Agreement providing Escambia County Fire Rescue funding, in the amount of \$91,355, through Grant Number 11-DS-9Z-13-00-16-436, for Hazardous Materials and Light Technical Rescue training/\$33,936, equipment sustainment/\$26,419, and critical needs issues/\$31,000; and

B. Authorize the Chairman to sign the Agreement.

**BACKGROUND:**

The State of Florida Department of Financial Services receives grant funding from the Department of Homeland Security each year for the sustainment of the State's Hazardous Materials Teams, Urban Search and Rescue (USAR) Teams, and Light Technical Rescue Teams (LTRT). The State issues these funds to counties as sub-reipients to be used for training and sustainment of those teams. Escambia County Fire Rescue has both a Hazardous Materials Response Team and an LTRT. The grant fund will be used to support the sustainment of the teams' equipment and training.

**BUDGETARY IMPACT:**

This cost-reimbursement Agreement will provide a grant totalling \$91,355 to be expended for Hazmat and LTRT training (\$33,936), equipment sustainment (\$26,419), and critical needs (\$31,000).

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This Agreement has been reviewed by Assistant County Attorney Kristin Hual and approved as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board requires its approval of Agreements.

**IMPLEMENTATION/COORDINATION:**

Upon final approval by the Board and the State, Escambia County Fire Rescue will coordinate with OMB and Finance to establish the appropriate Cost Center.

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**Attachments**

2010 SHSGP contract



**2010 STATE HOMELAND SECURITY GRANT PROGRAM, CFA 97.067,  
SUBRECIPIENT AGREEMENT FOR EXPENDITURE OF LOCAL  
GOVERNMENT UNIT FUNDING FOR FLORIDA**

THIS AGREEMENT ("Agreement") is entered into by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0300 (hereinafter referred to as "Department"), Escambia County Fire Rescue, and a unit of local government (hereinafter referred to as "Subrecipient"), effective as of the date last signed below.

WITNESSETH THAT:

WHEREAS, Department is a subgrantee of the Homeland Security Grant through the Division of Emergency Management (hereinafter "State Administrative Agency" or "SAA");

WHEREAS, Department has the authority to further pass these funds through to Subrecipient;

WHEREAS, Subrecipient is fully qualified and eligible to receive these grant funds to provide the services identified herein, and

WHEREAS, Department has authority to disburse the funds under this Agreement.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

(1) Federally-Funded Subgrant Agreement. The funds for this Agreement are provided through a Subgrant Agreement between Department and SAA; Grant Number: 11-DS-9Z-13-00-16-436. The Subgrant Agreement and all referenced documents and forms can be accessed through Department's website at [http://www.fldfs.com/sfm/sfm\\_domestic\\_security.htm](http://www.fldfs.com/sfm/sfm_domestic_security.htm) (hereinafter referred to as the "SFM website"). Subrecipient agrees to be bound by all of the provisions of the Subgrant Agreement referenced in this paragraph. Attachment A, including all of its subparts, is incorporated herein by reference.

(2) Services and Deliverables. Subrecipient agrees to render the following services or other units of deliverables as directed by Department:

- (a) Performance in accordance with "Scope of Work" found at Attachment A; and
- (b) Readiness and response to activation orders for deployment by the State Emergency Operations Center, State Fire Marshal or Regional Domestic Security Task Force;
- (c) Purchase equipment specifically identified and approved by the Florida Domestic Security & Logistics Equipment Sub-Committee, the State working Group, and identified in projects listed in Attachment A. Exceptions to the approved equipment list must be approved in writing by the Equipment Committee and Department Grant Manager, listed below in Attachment A1, Section IV. prior to purchase. Equipment having a value of \$1,000 or more must have an asset

identification number provided by Subrecipient indicating the equipment was purchased with State Homeland Security Grant Program (SHSGP) funds;

(d) Maintain equipment purchased. Only equipment purchased with DHS grants funds may be sustained with these grant funds, as appropriate;

(e) Assure all training conforms to current FEMA/DHS training guidelines.

(f) In the event the Subrecipient requests the Department to make a purchase(s) related to this Agreement on their behalf, a Memorandum of Understanding (MOU) shall be executed between the Department and the Subrecipient, requesting the Department to make such purchases on behalf of the local agency. If approved, the Department will make the purchase and submit the requisite documentation for reimbursement from the Subrecipient's allocated funds. Nothing herein shall require the Department to make the purchase on behalf of the local Subrecipient.

(3) Delivery Schedule. The services or other units of deliverables specified in paragraph (2) above shall be delivered or otherwise rendered on behalf of Department in accordance with the following schedule:

(a) Readiness shall be on a continuous basis;

(b) Upon notification by the State Emergency Operations Center, State Fire Marshal, or Regional Domestic Security Task Force, Subrecipient shall respond to any and all incidents either within its regional response area, or as designated within the State Emergency Response Plan, with all eligible equipment, and any and all other resources which it possesses, for so long as this Agreement remains in effect, or as may be agreed upon under the Florida Domestic Security Strategy Plan. It is understood by both parties that local emergencies and equipment operability will dictate the availability of Subrecipient to respond;

(c) For Type II/WMD Hazardous Materials Teams, compliance with requirements of a Type II/Weapons of Mass Destruction Capable Hazardous Materials Resource, as defined by the Florida Domestic Security Strategy Plan, the Florida Association of Hazardous Materials Responders (FLAHR) typing document, and the Standard Operations Guide (SOG) shall be on a continuous basis;

(d) For USAR Task Forces, in compliance with requirements of a Type I, II or III USAR Task Force as defined by the Florida Domestic Security Strategy Plan, the Florida Association of Search and Rescue (FASAR) typing document, and the Standard Operations Guide (SOG) shall be on a continuous basis;

(e) For MARC Units, compliance with requirements for deployment shall be according to the State Emergency Response Plan. MARC unit Subrecipient must complete an annual inventory on the appropriate forms as part of this Agreement;

(f) Subrecipient shall comply with the Florida Fire Chiefs Association Code of Ethics at all times.

(g) All documents referenced above can be found on the SFM website.

(4) Funding/Consideration.

(a) This is a cost-reimbursement Agreement. Subrecipient shall be reimbursed for costs incurred during the performance period in the satisfactory performance of work hereunder in an amount not to exceed the amount set forth in Attachment A and subparagraph (b) of this paragraph, subject to the availability of funds. If the necessary funds are not available to fund

this Agreement as a result of action by Congress, the State Legislature, the Office of the Chief Financial Officer, the State Office of Planning and Budgeting, or the Federal Office of Management and Budgeting, all obligations on the part of Department to make any further payment of funds hereunder shall terminate, and Subrecipient shall submit its closeout report within thirty (30) days of receipt of notice from Department.

(b) Subject to the terms and conditions established by this Agreement and the billing procedures established by Department, the Department agrees to reimburse Subrecipient a maximum of the amount set forth in Attachment A for services rendered and items purchased in accordance with Attachment A. If additional money becomes available through the grant process, this amount may be increased or decreased, by modification as set forth in paragraph (6) below.

(c) Every request for reimbursement shall be submitted on a Reimbursement Request Form and a Detail of Claims Form, and any other associated forms to the type of claim; forms available on the SFM website. The forms must be accompanied by the documentation referenced in Attachment A6. The forms and the accompanying documentation shall be submitted within thirty (30) days following Subrecipient's expenditure of funds. In no event shall the forms and accompanying documentation be received by Department later than March 30, 2013.

(d) All equipment purchases, if any, must be in accordance with the equipment list in Attachment A, unless specifically approved in writing by the Domestic Security Equipment Committee and the Department Grant Manager, prior to purchase. Documentation of the approval must be submitted along with the request for reimbursement.

(e) If no request for reimbursement is submitted for two consecutive quarters after execution of this Agreement, Department reserves the right to reallocate the balance of unexpended funds to another local or state entity by modification of this Agreement in accordance with paragraph (6) below, and in accordance with grant rules.

(f) Taxes. Department is exempted from payment of Florida state sales and use taxes and Federal Excise Tax. Unless personally or corporately exempt by law, Subrecipient shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by Subrecipient to suppliers for taxes on materials used to fulfill its obligations with Department. Subrecipient shall not use Department's exemption number in securing such materials. Subrecipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

(g) Travel. Any expense incurred by Subrecipient for travel must be authorized by Department in advance. Travel expenses will be submitted and reimbursed to Subrecipient at a rate not to exceed that which is payable to state employees for travel and per diem as prescribed by Section 112.061, Florida Statutes. All other expenses, including expenses for the gathering and presentation of exhibits, must be authorized by Department in advance.

(h) Payment Processing. All charges for services rendered or for reimbursement of expenses authorized by Department in accordance with this Agreement shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services and authorized expenses, including travel expenses, will be paid to the Subrecipient only upon the timely and satisfactory completion of services and other units of deliverable such as reports, findings and drafts, which are required by this Agreement and upon the written acceptance of said services and units of deliverables such as reports, findings and drafts by Department's designated grant manager. Interim payments may be made by Department at its

discretion, under extenuating circumstances, if the completion of services and other units of deliverables to date, has first been accepted in writing by Department's grant manager.

(i) State Legislature Appropriation. If the necessary funds are not available to fund this Agreement as a result of action by the State Legislature, all obligations on the part of Department to make any further payment of funds hereunder shall terminate, and Subrecipient shall submit its closeout report within thirty (30) days of receipt of notice from Department.

(5) Funding Period. This Agreement begins on the date of the last signature below and ends March 30, 2013. In the event the ending date is extended by the SSA, the ending date of this Agreement will be extended automatically upon written notice to the Subrecipient by the Department and become the new ending date of this Agreement without further amendment.

(6) Agreement Modification. Either party may request modification of the provisions of this Agreement. Except as provided in paragraph (5) above, changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(7) Subagreements. If Subrecipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to Department for review and approval prior to execution of the subcontract by Subrecipient. Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold Subrecipient, Department, and SAA harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in a quarterly report submitted by Subrecipient.

For each subcontract, Subrecipient shall provide a written statement to Department as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(8) Recordkeeping

(a) As applicable, Subrecipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow Department or its designee, Chief Financial Officer, Auditor General, and

DHS IG Auditors access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to Department's designee, Chief Financial Officer, Auditor General, and DHS IG Auditors, upon request, for a period of five years from the date the audit report is issued, unless extended in writing by Department with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after the closing on the transfer of title.

(c) Subrecipient shall maintain all records for Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachments A, A1 and A2 - and all other applicable laws and regulations.

(d) Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to Department, its employees, and agents. The term "reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. The term "agents" shall include, but not be limited to, auditors retained by Department.

(9) Audit Requirements.

(a) Subrecipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by Department. The term "reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) Subrecipient shall also provide Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If Subrecipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that Subrecipient expends \$500,000 or more in Federal awards in its fiscal year, Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Attachment A to this Agreement indicates federal resources awarded through Department by this Agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of Subrecipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph. In connection

with the audit requirements addressed in subparagraph (d) above, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. If Subrecipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that Subrecipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Subrecipient resources obtained from other than federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Subrecipient directly to Department's grant manager listed below, and each of the following:

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Division of Emergency Management  
Finance and Administration  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, Subrecipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to Department's grant manager listed below.

(g) Any reports, management letter, or other information required to be submitted to Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Subrecipient, when submitting financial reporting packages to Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

(i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after Department or the SAA has notified Subrecipient of such non-compliance.

(j) Subrecipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to Department no later than nine (9) months from the end of Subrecipient's fiscal year.

(10) Reports.

(a) Reports shall be in accordance with Attachment A1, part III.

(b) If additional reporting is required, Department will notify Subrecipient electronically at least thirty (30) days prior to the time the reporting is required.

(c) Reports and documentation related to all exercises and evaluations, (if an allowable expense) including any USAR MOBEX drills, must be provided to Department within thirty (30) days of completion of the exercise.

(d) If all required reports and copies, prescribed above, are not sent to Department or are not completed in a manner acceptable to Department, Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (14), "Remedies." The phrase, "acceptable to Department" means that the work product was completed in accordance with Attachment A, and its subparts.

(e) Subrecipient shall provide such additional program updates, reports and information as may be required by Department.

(11) Monitoring. Monitoring shall be in accordance with Attachment A1, subpart III.E., and in addition, Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, Attachment A1 is complied with, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A1, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, Florida Statutes, (see paragraph (9) Audit Requirements, above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by Department. In the event that Department determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to

comply with any additional instructions provided by Department to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General. In addition, Department will monitor the performance of, and financial management by, Subrecipient throughout the Agreement term to ensure timely completion of all tasks.

(12) Liability.

(a) Unless Subrecipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, Subrecipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold Department and SAA harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Department or the SAA, but is an independent Subrecipient.

(b) If Subrecipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, Subrecipient agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortuous acts which result in claims or suits against Department or SAA, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Department or any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or Agreement.

(13) Default. If any of the following events occur ("Events of Default"), all obligations on the part of Department to make any further payment of funds hereunder shall, if Department so elects, terminate and Department may, at its option, exercise any of its remedies set forth in paragraph fourteen (14), but Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by Subrecipient in this Agreement or any previous Agreement with Department shall at any time be false or misleading in any respect, or if Subrecipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations there under;

(b) If any material adverse change shall occur in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure said material adverse change within 30 days from the time the date written notice is sent by Department;

(c) If any reports required by this Agreement have not been submitted to Department or have been submitted with incorrect, incomplete or insufficient information, or

(d) If Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(14) Remedies. Upon the happening of an Event of Default, then Department may, at its option, upon thirty (30) calendar day's prior written notice to Subrecipient and upon the



Subrecipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that Subrecipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (16) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question;

4. Requiring Subrecipient to reimburse Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that Subrecipient return to Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program;

(f) Require that Subrecipient return to Department any property or equipment purchased with grant funds, or received after having been purchased with grants funds, that has not been properly disposed of in accordance with Subrecipient's property disposal policy, and

(g) Exercise any other rights or remedies which may be otherwise available under law.

(h) The pursuit of any one of the above remedies shall not preclude Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by Department of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of Department hereunder, or affect the subsequent exercise of the same right or remedy by Department for any further or subsequent default by Subrecipient.

(15) Termination.

(a) Department may terminate this Agreement for cause upon thirty (30) days written notice. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing Subrecipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, Subrecipient will not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, Subrecipient shall not be relieved of liability to Department by virtue of any breach of Agreement by Subrecipient. Department may, to the extent authorized by law, withhold any payments to Subrecipient for purpose of set-off until such time as the exact amount of damages due Department from Subrecipient is determined.

(16) Notice and Grant Administration.

(a) Department's grant manager is John P. Kohnke, located at 325 John Knox Road, Atrium Bldg., Tallahassee, Florida 32303.

(b) Subrecipient's grant manager is listed on the signature page of this agreement.

(c) All written and verbal approvals referenced in this Agreement must be obtained from the parties' grant managers or designees. Notices required to be in writing must be delivered or sent to the intended recipient by hand delivery, certified mail or receipted courier, electronic or facsimile transmission, and shall be deemed received on the date received or the date of the certification of receipt.

(d) In the event that different grant managers are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be tendered as provided in subparagraph (c) above.

(17) Complete Agreement. This Agreement and its Attachments incorporated herein by reference, contain all the terms and conditions agreed upon by the parties.

(18) Attachments are as follows:

(a) Attachment A Proposed Program Budget and Budget Detail Worksheet, and its subparts, consisting of:

A - Proposed Program Budget and Equipment List

A1 - Scope of Work;

A2 - Program Statutes and Regulations;

A3 - Warranties and Representations;

A4 - Certification Regarding Debarment, Suspension, Ineligibility;

A5 - Statement of Assurances, and

A6 - Reimbursement Checklist.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(19) Repayments. All refunds or repayments to be made to Department under this Agreement are to be made payable to the order of "Department of Financial Services," and mailed directly to Department at the following address:

Department of Financial Services  
Accounts Receivable  
200 Gaines Street  
Tallahassee, Florida 32399-0333

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to Department for collection, Subrecipient shall pay to Department an additional service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(20) Property and Equipment Purchased with Grant Funds. Property and equipment purchased with grant funds, or received after being purchased with grant funds, must be identified as such on the property and equipment so that such property and equipment can be identified for monitoring and site visit purposes. When the property and equipment no longer has a useful life, it shall be disposed of through Subrecipient's property disposal policy, and documentation provided to the Department. If for any reason, including dissolution, Subrecipient elects to discontinue its participation in this Agreement, all property and equipment purchased with grant funds, or received after being purchased with grant funds, not previously disposed of in accordance with Subrecipient's property disposal policy, must be returned to Department.

(21) Standard Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by Subrecipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of Department and with thirty (30) days written notice to Subrecipient, cause the termination of this Agreement and the release of Department from all its obligations to Subrecipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in the Circuit Court of Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original. Facsimile and electronic signatures may be taken as originals.

(e) Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) With respect to any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for 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 public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery; bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in subparagraph (g)2., of this certification, and
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation to this Agreement. In addition, Subrecipient shall submit to Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (within Attachment A) for each prospective subcontractor which Subrecipient intends to fund under this Agreement. Such form must be received by Department prior to Subrecipient entering into a contract with any prospective subcontractor.

(h) Department reserves the right to unilaterally cancel this Agreement for refusal by Subrecipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Subrecipient in conjunction with this Agreement.

(i) Employment Eligibility Verification

Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to Department, within thirty days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety days of the effective date of this contract or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.

Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Department may treat a failure to comply as a material breach of the contract. In the event legislation authorizes an alternative option as proof of legal status, the Contractor may use the process authorized by such legislation upon its passage.

(j) Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(k) Unless inconsistent with the public interest or unreasonable in cost, all unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a.

(l) Both Subrecipient and Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment A, including its subparts.

(m) Subrecipient shall assure compliance itself and by its subcontractors or subrecipients, with CFO Memorandum No. 4 (2005-06), effective June 30, 2006; including but not limited to the following provisions:

1. Those subject to this Agreement may charge only allowable costs resulting from obligations incurred during the term of the Agreement.

2. Any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

3. Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the State and in compliance with applicable rules and regulations, including, but not limited to Sections 287.057 and 216.3475, Florida Statutes.

A copy of the Memorandum can be accessed on the SFM website.

(22) Lobbying Prohibition.

(a) No funds or other resources received from Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the federal government, the Florida Legislature, or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No federal or state 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 a federal, state, or local official, or employee thereof, in connection with the awarding of any federal contract, the making of any Subrecipient grant or contract, 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 a federal, state, or local official, or employee thereof, in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors 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 a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(23) Copyright, Patent and Trademark.

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUBRECIPIENT TO THE STATE OF FLORIDA.

(a) If Subrecipient brings to the performance of this Agreement a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, Subrecipient shall refer the discovery or invention to Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, Subrecipient shall notify Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. Department shall then, under paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(24) Assurances. Subrecipient shall comply with all Statements of Assurance incorporated in Attachment A5.

(25) Legal Authorization. Subrecipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. Subrecipient also certifies that the undersigned possesses the authority to legally execute and bind Subrecipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials.

SUBRECIPIENT:

DEPARTMENT OF  
FINANCIAL SERVICES

Board of County Commissioners  
Escambia County, Florida

By \_\_\_\_\_

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

Title \_\_\_\_\_

Attest: Ernie Lee Magaha  
Clerk of the Circuit Court

Signature \_\_\_\_\_

Date signed \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_  
FEID Number 59-6000-598

Subrecipient Grant Manager

Name: John Sims

Address 6575 North W Street, Pensacola, FL 32505

Email address: john\_sims@co.escambia.fl.us

Telephone Number 850-475-5530

This document approved as to form  
and legal sufficiency

By: [Signature]

Title: [Signature]

Date: 8/17/11



**Attachment A  
Budget and Scope of Work**

**Proposed Program Budget**

- ⚡ Below is a general budget which outlines eligible categories and their allocation under this award. The Subrecipient is to utilize the approved FY2010 Domestic Security Project Templates for each respective Issue as the guide for eligible reimbursement.
- ⚡ All equipment approved for purchase in accordance with FY2010 Domestic Security Project Templates must be on the FY 2010 Authorized Equipment List (AEL) and include that reference number on all reimbursement requests. The AEL can be found at <https://www.rkb.us>.
- ⚡ The transfer of funds between the categories listed in the "Proposed Program Budget" is strictly prohibited.
- ⚡ The approved FY2010 Domestic Security Project Templates do not provide for the use of Management and Administration costs by the Subrecipient.

Grant	Recipient Agency	Category	Amount Allocated
State Homeland Security Grant Program – Issue 9, 13 & 17	Escambia County Fire Rescue	Planning	\$0.00
		Training Issue 9 – Sustainment of Training for LTRT, USAR & Hazmat	\$33,936
		Exercise	\$0.00
		Equipment Issue 11 – Marc Unit Sustainment and Maintenance Task Forces. Issue 13 – Equipment Capability Retention of USAR and HazMat Equipment Issue 17 – Critical Needs – The procurement of Raman Spectroscopy Detection Equipment and Radiological Isotope Identification Devices, as well as critical communication needs for the State's two Type I FEMA Urban Search and Rescue	\$0.00 \$26,419 \$31,000
<b>Total</b>			<b>\$91,355.00</b>

## Budget Detail Worksheet

The following approved FY2010 Domestic Security Project Templates, as assigned for each Issue, provide a completed budget detail worksheet for the Subrecipient, which accounts for the total award.

The Subrecipient may not independently alter or amend the intent of approved FY2010 Domestic Security Project approved line items for funding of the respective Issues without the prior approval the Department through the grant manager. Changes need to be requested after the execution of this Agreement; contact the grant manager listed in this Agreement via email or letter.

### Subrecipient: Escambia County Fire Rescue

#### Issue 9 – Sustainment of Training for USAR, LTRT, HazMat & Incident Management Teams

<i>2010-2011 SHSGP Equipment Sustainment List</i>
Escambia County Fire Rescue Hazmat - HM-1C

Course Name	Course Number	Provider	QT Y	Cost Per Student	Total Cost
Advanced Radiation Incident Response	DHS-022-RESP	CDP	6	\$864.00	\$5,184.00
ACBIRC	PER-226	DPG	6	\$864.00	\$5,184.00
WMD - HT	PER-261	CDP	6	\$864.00	\$5,184.00
Rad/Nuc for HT	PER-241	NTC	6	\$864.00	\$5,184.00
IRTB	PER-230	NMT	3	\$864.00	\$2,592.00
PRSBI	PER-231	NMT	2	\$864.00	\$1,728.00
<b>Total Training</b>					<b>\$25,056.00</b>

<i>Light Technical Rescue Team</i>
<i>2010-2011 SHSGP Training Sustainment List</i>
Escambia County Fire Rescue (LTRT 104)

Course Name	Course Number	Provider	QTY	Cost Per Student	Total Cost
Structural Collapse Technician	KS-001-Resp	FSFC	3	\$2,960.00	\$8,880.00
<b>Total Training</b>					<b>\$8,880.00</b>

**Issue 13 – Equipment Capability Retention Escambia County Fire Rescue Hazmat  
HM-1C**

Escambia	WMD Canister	01AR-03-PAPC	1	\$53.33	53.33
	HEPA VAC				
Escambia	Hepa bag 15 gallon	08D2-03-TDED	4	\$44.90	179.60
Escambia	Hepa filter 15 gallon	08D2-03-TDED	2	\$427.18	854.36
Escambia	Hepa Vac 15 gallon	08D2-03-TDED	1	\$1,176.61	1,176.61
	WIRELESS MONITORING				
Escambia	MSA Safesite PID	07CD-01-DPMG	4	\$1,290.00	5,160.00
Escambia	lithium ion batteries	07CD-01-DPMG	5	\$275.00	1,375.00
Escambia	Calibration gases	07CD-01-DPMG	5	\$225.00	1,125.00
Escambia	shipping cost for gases/ shipment	07CD-01-DPMG	4	\$40.00	160.00
	WIRELESS HANDHELD GAS MONITOR				
Escambia	MSA Sirrus sensors	07CD-01-DPMG	8	\$370.00	2,960.00
Escambia	Calibration gases	07CD-01-DPMG	5	\$200.00	1,000.00
Escambia	Galaxy calibraiton/ charger	07CD-01-DPMG	2	\$800.00	1,600.00
Escambia	shipping cost for gases	07CD-01-DPMG	4	\$40.00	160.00
	DRAGER CDS Kit				
Escambia	Colormetric Tube, CD Set I	07CD-01-KCTC	4	\$210.00	840.00
Escambia	Colormetric Tube, CD Set V	07CD-01-KCTC	4	\$210.00	840.00
Escambia	Colormetric Tube, Inorganics	07CD-01-KCTC	4	\$75.00	300.00
Escambia	Colormetric Tube, Organic	07CD-01-KCTC	4	\$75.00	300.00
	APD 2000 DETECTOR				
Escambia	Nozzle filters	07CD-01-DPSI	2	\$25.00	50.00
Escambia	Wipe down test	07CD-01-DPSI	2	\$25.00	50.00
Escambia	Upgrade and Parts	21GN-00-MAIN	1	\$315.00	315.00
	TVA1000B				
Escambia	metal filter for PID/FID (5/pk)	07CD-01-DPFI	1	\$27.00	27.00
Escambia	water trap (10/pk)	07CD-01-DPFI	1	\$105.00	105.00
Escambia	3/8" tubing	07CD-01-DPFI	1	\$38.00	38.00
Escambia	Flame arrestor, kit (5/pk)	07CD-01-DPFI	1	\$110.00	110.00
Escambia	PID sensor	07CD-01-DPPI	1	\$1,448.00	1,448.00
Escambia	FID sensor	07CD-01-DPFI	1	\$700.00	700.00
Escambia	Capsule assy. Fid Enhanced	07CD-01-DPFI	1	\$578.00	578.00
Escambia	End cap assy. Fid	07CD-01-DPFI	1	\$158.00	158.00
	SAPPHIRE XL				
Escambia	Miran Battery	10BC-00-BATT	1	\$399.00	399.00
Escambia	sampling hose	07CD-01-FTIR	1	\$41.00	41.00
Escambia	Hepa Filter	07CD-01-FTIR	2	\$6.00	12.00
Escambia	Charcoal filter	07CD-01-FTIR	2	\$7.00	14.00
Escambia	Shipping fee for Calibration Gases	07CD-01-FTIR	3	\$40.00	120.00
Escambia	Zero Air 105L	07CD-01-FTIR	1	\$119.00	119.00
Escambia	Isobutylene 100PPM	07CD-01-FTIR	1	\$119.00	119.00

Escambia	Methane 100PPM	07CD-01-FTIR	1	\$119.00	119.00
	WEATHER STATION				
Escambia	D' Cell batteries	10BC-00-BATT	4	\$20.12	80.50
Escambia	Upgrade and Parts	21GN-00-MAIN	1	\$650.00	650.00
Escambia	Consumables				
Escambia	M256 Kit	07CD-01-M256	2	\$171.73	343.46
Escambia	M-8 Paper	07CD-01-INPA	2	\$4.44	8.88
Escambia	M-9 paper	07CD-01-INTP	2	\$5.13	10.26
Escambia	Protein Detection Kits	07BD-01-PTST	24	\$25.00	600.00
	EXISTING SHSGP ACQUIRED EQUIPMENT (not included above)				
Escambia	D Cell Aklaline Battery	10BC-00-BATT	4	\$20.00	80.00
Escambia	AA Procell Batteries/ 25 pk	10BC-00-BATT	2	\$20.00	40.00
Escambia	Upgrade and Parts	21GN-00-MAIN	1	\$2,000.00	2,000.00

**Issue 17 – Critical Needs for USAR and HazMat - Escambia County Fire Rescue  
Hazmat HM-1C**

Escambia Haz-Mat	Purchase Raman Spectroscopy Detection Equipment	07CD-01-DPRS	1	31,000.00	31,000.00
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## ATTACHMENT A1

### Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2009 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

#### I. Categories and Other Eligible Activities

##### A. Equipment Acquisition

FY 2010 SHSP funds may be used for equipment acquisition in accordance with the approved funding identified in the FY2010 Domestic Security Project Templates, as assigned for each equipment category Issues, from the 21 equipment categories listed in the FY 2010 Grants & Training (G&T) Authorized Equipment List (AEL). The FY 2010 AEL is available in its entirety online through the Responders Knowledge Base (RKB) at <https://www.rkb.us>. The equipment Issues are outlined below.

##### Specific Issues as described below are included in this Category

##### Issue 11 – MARC Unit Sustainment and Maintenance

This is a statewide radio cache system with mobile mutual aid repeaters. The caches also contains mobile and portable radios operating on four radio bands, pre-programmed with national, state, and local mutual aid channels. Project funds the procurement of equipment items necessary to keep Mutual Aid Radio Cache units in an operational state. Only items found on the approved project funding templates (as identified in Attachment A are eligible for purchase in accordance with this Issue.

**Issue 13 – USAR and HazMat Sustainment** - This project funds the retention (upgrade or replacement) of the identified equipment caches for each of the thirty Type II WMD Regional Hazardous Materials Response Teams and the seven State Urban Search & Rescue Task Forces in accordance with the 2009-2011 Florida Domestic Security Strategic Plan and the appropriate Urban Search and Rescue Type I, II, & III RDSTF Standard Operations Guides or the Hazardous Materials Response Team Operational Readiness Standard Operations Guide. These funds provide the capability to upgrade, or replace equipment cache items that were purchased with Federal Grant funds, and require such, or have reached the end of their operational service life.

**Issue 17 – Critical Needs** – The procurement of Raman Spectroscopy Detection Equipment and Radiological Isotope Identification Devices, as well as critical communication needs for the State's two Type I FEMA Urban Search and Rescue Task Forces.

##### B. Training

Funds may be used to enhance the capabilities of State and local emergency preparedness and response personnel through development of a State homeland security training program. Allowable training-related costs include: **Funds used to develop, deliver, and evaluate training**, including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.

**Specific Issues as described below are included in this Category**

**Issue 09 – Sustainment of Training & Exercise for USAR, HazMat, LTRT, and the State’s Type I, II, III Incident Management Teams.**

**Authorized training includes the following:**

- **Overtime and Backfill** costs, as defined in this guidance, associated with attending or teaching FEMA-sponsored and/or approved training courses and programs are allowed. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from both their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Further, overtime costs associated with employees who participate in training in a teaching role for which they are compensated are not allowed. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation. Straight time IS NOT eligible for reimbursement with DHS SHS funds.
- **Travel** costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to Department approved training.
- **Certification/Recertification of Instructors** is an allowable cost. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

Allowable training topics include CBRNE terrorism, and NIMS related training.

**C. Unauthorized Expenditure**

- Activities unrelated to the completion and implementation of the SHSGP
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill

Note: All FY 2010 Homeland Security Grant Program Grant Guidance can be found at [http://www.ojp.usdoj.gov/odp/grants\\_hsgp.htm](http://www.ojp.usdoj.gov/odp/grants_hsgp.htm)

- II. Documentation Required for Department to Make Expenditures on Behalf of the Subrecipient**  
The Department may retain some or all of the Subrecipient’s allocation of grant funds for expenditures made by the Department on behalf of the Subrecipient **only if requested in writing by the Subrecipient**. In the event the Subrecipient requests the Department to make purchase(s) related to this Agreement on its behalf, a request in writing on local entity letterhead shall be

submitted to the Department. If approved, the Department will make the purchase and submit the requisite documentation for reimbursement from the Subrecipient' allocated funds. Nothing herein shall require the Department to make the purchase on behalf of the local Subrecipient.

**III. Reporting Requirements**

**A. Benchmarks**

- All funds shall be obligated within the first 6 months of the date of execution of the Agreement by both parties, no later than May 31, 2012.
- No less than 50% of the funds shall be spent within the first 12 months from the date of execution of the Agreement, no later than November 30, 2012.
- 100% of the funds shall be spent within 18 months from the execution of the Agreement, no later than March 30, 2013.
- Any unobligated funds will be de-obligated at the end of this period and are subject to reallocation to other prioritized projects.
- Extensions to the period of performance will be considered only through formal requests to the Department with specific and compelling justifications why an extension is required. All requests for extensions are subject to review and will not automatically be granted.

**B. Quarterly Programmatic Reporting:**

The Quarterly Programmatic Report is due within 30 calendar days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this Agreement. If a report(s) is delinquent, future financial reimbursements will be withheld until the Subrecipient's reporting is current.

**Programmatic Reporting Schedule**

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

**C. Reimbursement Requests:**

A request for reimbursement may be sent to the grant manager for review and approval at anytime during the Agreement period. The Subrecipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". An Issue number is to be included for every dollar amount listed in the "Detail of Claims" form.

**D. Close-out Programmatic Reporting:**

The Close-out Report is due to the Department no later than 30 calendar days after the Agreement is either completed or the Agreement has expired.

**Monitoring:**

**Florida Department of Financial Services  
US Department of Homeland Security Grants Program  
Grant Monitoring Process**

Florida has enhanced the state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. As the steward of the State Homeland Security Grant Program funds, projects and equipment the Department of Financial Services has a responsibility to track and monitor the status of the grant activity and items purchased.

The monitoring process detailed in this document is designed to assess a Subrecipient's compliance with applicable state and federal guidelines. The Department is responsible for monitoring the programmatic and capability portion of the grant to include equipment procurement and compliance with applicable SHSGP grant guidance.

Monitoring is accomplished utilizing various methods including desk monitoring and site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic/capability. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and Agreement. Capability review is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is defined as the review of projects, financial activity and technical assistance between the Department and the Subrecipient via e-mail and telephone. Site visits are defined as actual visits to the Subrecipient's location by a team or members of the Department or its designee, to actually observe records, procedures and equipment.

**Frequency of annual monitoring activity:**

Each year the Department will identify up to 50% of Subrecipients for site visit monitoring.

**Examples of areas that may be examined include:**

- Status of equipment purchases
- Status of training for purchased equipment
- Status and number of response trainings conducted to include number trained
- Status and number of exercises
- Status of planning activity
- Anticipated projected completion
- Specific difficulties completing the project.
- Agency NIMS compliance documentation

In certain circumstances, the Subrecipient may be requested to provide additional monitoring/information if the activity, or lack there of, on the part of the specific Subrecipient has generated questions from the region, the SAA or the Department. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Subrecipients will be required to participate in desk top monitoring on an annual basis and as determined by the Department. The Subrecipients will complete and submit the desk top monitoring within 30 calendar days of receipt. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Department determines that a Subrecipient is having difficulty completing projects.



As difficulties/deficiencies are identified, the respective region or SAA will be notified by the Department via email. Information will include the Subrecipient name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Department level. Issues that require further TA will be referred to the SAA for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline.

### **Site Visits**

Site visits will be conducted by the Department or designee. Site visits will be scheduled in advanced with the Subrecipient grant manager designated in the grant agreement. Monitoring questionnaires will be provided in advance of the visit

The Department or its designee will also conduct coordinated financial and grant file monitoring. These monitoring visits maybe coordinated with a capability review visit. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to a capability review will be documented and maintained within the Department.

### **Site Visit Protocol**

The following outlines the monitoring protocol for the Department:

The site visits will begin with those Subrecipients that are currently spending or have completed spending for a federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a site visit checklist to assist in the completion of all required tasks.

### **Site Visit Preparation**

The Department will notify the Subrecipient's grant manager by mail stating the purpose of the site visit at least 30 calendar days prior to the planned arrival date. Department or designated personnel will contact the Subrecipient within the next 10 calendar days to schedule an appointment to review the Subrecipient's program.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented.

The appointment should be confirmed with the Subrecipient in writing (email is acceptable) and documented.

Personnel designated by the Department attending the site visit will review the Subrecipient's documentation prior to the visit. Site team members' roles will be identified prior to the visit. Copies of applicable documents will be made and distributed to the site visit team at a minimum of five (5) calendar days before the visit. A reminder e-mail should be sent to all team members and the Subrecipient's grant manager one business day in advance of the site visit.

### **Site Visit**

Once designated personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items the Department intends to examine will be identified. If financial monitoring visit will be conducted, the team members will explain their objectives and will proceed to perform the financial review.

Designated personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Large items such as computers, response vehicles, etc. should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Subrecipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment in excess of \$1,000.00 per item

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the designated personnel will then conduct an exit conference with the Subrecipient to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

#### **Post Site Visit**

Department personnel will review the site visit worksheet as a team and receive notes from the Financial Review Team, if applicable.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the Subrecipient explaining any issues and corrective actions required or recommendations. The Subrecipient will submit a Corrective Action Plan within a timeframe as determined by the Department. The Site Visit Worksheet, report and photographs will then be included in the Subrecipient's file along with any documents distributed at the site visit by the Subrecipient.

#### **IV. Programmatic Point of Contact**

Grant and Programmatic Point of Contact

John P. Kohnke,  
200 East Gaines Street,  
Tallahassee, FL. 32399-0340  
(850) 413-3611  
[John.kohnke@myfloridacfo.com](mailto:John.kohnke@myfloridacfo.com)

#### **V. Agreement Responsibilities**

The Department shall determine eligibility of projects and approve changes in scope of work.

The Department shall administer the financial processes.

## ATTACHMENT A2

### Program Statutes and Regulations

- 1) 53 Federal Register 8034
- 2) Federal Acquisition Regulations 31.2 and 031.2
- 3) Section 1352, Title 31, US Code
- 4) OMB Circulars A-21, A-87, A-110, A-122
- 5) Chapter 473, Florida Statutes
- 6) Chapter 215, Florida Statutes
- 7) Section 768.28, Florida Statutes
- 8) Chapter 119, Florida Statutes
- 9) Section 216.181(6), Florida Statutes
- 10) Cash Management Improvement Act Of 1990
- 11) American with Disabilities Act
- 12) Section 112.061, Florida Statutes
- 13) Immigration and Nationality Act
- 14) Section 286.011, Florida Statutes
- 15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66.
- 16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 17) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 18) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 19) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 20) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 21) 28 CFR applicable to grants and cooperative agreements
- 22) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 23) 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended;
- 24) Section 504 of the Rehabilitation Act of 1973, as amended;
- 25) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 26) Title IX of the Education Amendments of 1972;
- 27) the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 28) 28 CFR Part 42, Subparts C,D,E, and G
- 29) Department of Justice regulations on disability discrimination;
- 30) 28 CFR Part 35 and Part 39.
- 31) Federal Acquisition Regulations 31.2 and 931.2

## ATTACHMENT A3

### *Warranties and Representations*

#### **Financial Management**

Subrecipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

#### **Competition.**

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Subrecipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected when it is in the Subrecipient's interest to do so.

#### **Codes of conduct.**

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The

standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

### **Business Hours**

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 AM to 5:00 PM. Monday through Friday.

### **Licensing and Permitting**

All subcontractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

ATTACHMENT A4

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Contractor Covered Transactions**

1. The prospective contractor of the Subrecipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The Department shall consider the employment by Contractor of unauthorized aliens to be a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. Contractor must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:
  - (a) All persons employed during the Contract term by the Contractor to perform employment duties within Florida; and
  - (b) All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract.
- (3) Where the Subrecipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

Subrecipient's Name

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Department Grant Number

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Date

## ATTACHMENT A5

### Statement of Assurances

The Subrecipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Subrecipient assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the Department, SAA, Chief Financial Officer or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part

800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (SUBRECIPIENTS 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.



## ATTACHMENT A6

### Reimbursement Check list

**Please Note: DFS-SFM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.**

#### Equipment

- 1. Has a Details of Claims form been completed and attached?
- 2. Has a completed Equipment Reimbursement Request form to include AELs been included?
- 3. Have all invoices been included?
- 4. Has proof of vendor payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- 5. Has validation of receipt of goods form been signed and included?
- 6. If service/warranty expenses are listed, are they only for the performance period of the grant?
- 7. If EHP form needed (permanent fixtures or alterations to structures) - has copy of it and approval from State/DHS been included?
- 8. Has the Grant, year and issue been clearly identified?

#### Training

- 1. Is the course name clearly identified?
- 2. Has a description of the course been provided, if it is not an ICS course?
- 3. Has the DHS G&T course number been clearly indicated? If course is under DHS review provide the DHS tracking number.
- 4. Have sign-in sheets, rosters and agenda been provided?
- 5. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
- 6. Have print outs from entity's financial system been provided as proof attendees were paid?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- 5. Refresher skills training: Has the class/course been entered into the Florida State Fire College FCDICE system to include the roster of students and their grades? Include print out for class.
- 6. Certificate training: Have copies of each students training certificate been included in the claim package?
- 7. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor,

copy of credit card statement showing expense charged, and payment to credit card company for that statement).

\*Note: Only Overtime OR Backfill may be elected to cover the same position for reimbursement purposes. DHS allows reimbursement for base pay and fringe benefits. Fringe benefits include, but are not limited to, the costs of leave, employee insurance, pensions and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable to the extent that the benefits are reasonable and are required by law, governmental unit-employee agreement, or an established policy of the governmental unit.

NOTE: Straight time IS NOT eligible for reimbursement with DHS SHS funds.

Shift personnel who serve as SME instructors for specialized approved training are eligible for overtime/backfill reimbursement of hours spent preparing for and conducting training classes. Personnel who are regularly assigned to the training division ARE NOT eligible for overtime/backfill through DHS SHS funds.

#### Exercise

- 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- 3. If billing for overtime, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling for who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?  
(See note in Training above reference to personnel cost, same applies)
- 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

#### Travel/Conferences

- 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a

zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?

- 2. If travel is for a conference has the agenda been included?
- 3. Per diem print outs/verification for amount charged in accordance with Section 112.061 F.S.?
- 4. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

*For All Reimbursements - The Final Check*

- 1. Have the costs incurred been charged to the appropriate POETE category? Are the line item #s documented?
- 2. Does the total on the summary form match the totals of all forms?
- 3. Have the forms been signed by the Sub-Recipient's Manager or Financial Officer?
- 4. Has the reimbursement package been inputted into the "reimbursement log" spreadsheet?

Quarterly Reports

- 1. Does the amount listed for each issue reflect the cumulative amount claimed for that issue from all previous claims and payments?
- 2. Does the final cumulative amount reflect all payments and adjustments?

Receiving Reports

Receiving report for Commodities: This form is completed and signed by the recipient agency to confirm receipt of equipment/items.

Receiving report for Services: This form is completed and signed by the recipient agency to confirm receipt of services such as training, travel or equipment repairs.



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

**AI-1366**

**County Administrator's Report Item #: 13. 32.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** State-Funded Subgrant Agreement, Contract Number 12-CP-03-01-27-01-187

**From:** Mike Weaver

**Organization:** Public Safety

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the State-Funded Subgrant Agreement, Contract Number 12-CP-03-01-27-01-187 - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract Number 12-CP-03-01-27-01-187:

A. Approve the State-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount of \$11,868, to update the Hazardous Materials Facility Analysis Data, for the period July 1, 2011, through June 30, 2012; and

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

**BACKGROUND:**

The State of Florida Division of Emergency Management (FDEM) contracts with Escambia County each year to update the local Hazardous Materials Site-Specific Analysis for facilities that use, store, and/or manufacture hazardous materials. Upon approval of this Subgrant Agreement, the Escambia County Division of Emergency Management will be reimbursed \$11,868 for expenses incurred to update this data during the period of July 1, 2011 through June 30, 2012.

**BUDGETARY IMPACT:**

State funds are being provided in the amount of \$11,868 with no local match requirement. Administrative expenses are not authorized.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has certified that this Subgrant Agreement is approved as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board of County Commissioners' policies require grant contracts be approved by it.

**IMPLEMENTATION/COORDINATION:**

Coordination of this Subgrant will be between FDEM and Escambia County Division of Emergency Management, along with site inspections coordinated with local hazardous materials facilities.

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**Attachments**

State-Funded Subgrant Agreement #12-CP-03-01-27-01-187

**STATE-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, or July 1, 2011, whichever is later, and shall end June 30, 2012, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102 "Common Rule": "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this

Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work (Attachment A) and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

#### (6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at the following address:  
Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

And



The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such noncompliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year.

**(7) REPORTS**

(a) If all required deliverables are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Scope of Work.

(b) The Recipient shall provide additional program updates or information that may be required by the Division.

**The Division may impose a penalty equal to one-percent (1%) of the total grant amount if any of the deliverables in the Scope of Work (Attachment A) are not submitted in a timely manner. The Recipient may request an extension to any deliverable deadline due to extenuating circumstances. The Division at its discretion may extend any deliverable deadline upon receipt of a written request from the Recipient.**

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous

agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name, address and other contact information of the Division contract manager for this Agreement is:

Mr. Timothy Date, Manager  
2555 Shumard Oak Blvd.  
Tallahassee, Florida 32399  
Telephone: 850-410-1272  
Fax: 850-488-1739  
Email: [tim.date@em.myflorida.com](mailto:tim.date@em.myflorida.com)

(c) The name, address and other contact information of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager  
Division of Emergency Management  
Escambia County  
6575 North "W" Street  
Pensacola, Florida 32505  
850-471-6409  
[John\\_dosh@co.escambia.fl.us](mailto:John_dosh@co.escambia.fl.us)

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the subcontract must be forwarded to the Division. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Scope and Schedule of Deliverables and Schedule of Payments

Attachment B – County Facilities Listing

Attachment C – Financial Invoice Form

Attachment D – Hazards Analysis Checklist and CAMEO Guide

Attachment E – Hazards Analysis Site Visit Certification Form

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a fixed fee agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$11,868.00 subject to the availability of funds.

(b) The sole intent of this Agreement is to provide financial assistance to the Recipient to support the conduct of site-specific hazards analyses and hazardous materials emergency management activities. It is therefore required that all expenditures paid from this fund be directly related to hazardous

materials preparedness, response, recovery or mitigation activities. Contract funds are not required to be expended within the contract period; however, all work must be performed during the contract period. Any payments received after termination of the Agreement shall be considered payments for work performed pursuant to the Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to the following address:

Department of Community Affairs  
Cashier  
Finance and Accounting  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on

the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.03-74A(e) of the Immigration and Nationality Act ("INA"). The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a



Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

**ESCAMBIA COUNTY**

By: \_\_\_\_\_

Name and title: Kevin W. White, Chairman

Date: \_\_\_\_\_

FEID# 59-6000598168

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANGEMENT**

By: \_\_\_\_\_

Name and Title: Bryan W. Koon, Director

Date: \_\_\_\_\_

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

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

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

Date Executed: \_\_\_\_\_

This document approved as to form and legal sufficiency.

By: [Signature]

Title: HCA

Date: 8/25/11

**EXHIBIT – 1**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Division of Emergency Management, Florida Hazardous Materials Planning and Prevention Program, Catalog of State Financial Assistance Number 52.023 in the amount of \$11,868.00.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. s. 11001, et seq. (SARA).
2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes

## Attachment A

### PURPOSE, REQUIREMENTS, SCOPE AND SCHEDULE OF DELIVERABLES AND SCHEDULE OF PAYMENTS

#### Purpose

To update the hazards analysis for all facilities listed in Attachment B, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities at or above the Threshold Planning Quantity. The data collected under this Agreement will be used to comply with the requirements of the Emergency Planning and Community Right-To-Know Act's planning requirements.

#### Requirements

- A. The Recipient shall submit a list of facilities within the geographical boundaries of the County listed on Attachment B that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities at or above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.
- B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined in this Attachment for each facility listed in Attachment B. The primary guidance documents are Attachment D (Hazards Analysis Contract Checklist and CAMEO Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis". All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing and approved by the Division.
- C. Conduct an on-site visit at each Attachment B facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's CAMEO<sub>fm</sub> version 2.2. Each facility hazards analysis shall include, but is not limited to, the following items:
  1. Facility Information
    - (a) Provide the Facility name (per Attachment B)
    - (b) Facility address  
Provide the physical address (no Post Office Box) of the facility.
    - (c) Facility Identification  
Provide the State Emergency Response Commission Code identification number (per Attachment B) and the geographic coordinates (latitude and longitude in decimal degrees).
    - (d) Facility Emergency Coordinator  
Provide the name, title and telephone number (daytime and 24-hour) of the designated facility emergency coordinator.

(e). Transportation Routes

List the main routes used (from the County line to the facility) to transport chemicals to and/or from the facility.

(f) Evacuation Routes

Based on wind direction from the North, South, East and West, identify the route(s) from the facility to exit the Vulnerable Zone(s).

(g) Historical Accident Record

Describe any past releases or incidents that have occurred at the facility. Include date, time, chemical name, quantity and number of persons injured or killed (this information is available from the facility). If it is determined that a facility does not have a historical accident record, that shall be noted.

2. Hazard Identification

(a) Chemical identities

Provide proper chemical name, Chemical Abstract Service (CAS) number and natural physical state (according to exhibit C of the Technical Guidance for Hazards Analysis) for each Extremely Hazardous Substance present at the facility at any time up to one year prior to the site visit.

(b) Maximum quantity on-site

Express in exact pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance the facility has on-site at any time up to one year prior to the site visit.

(c) Amount in largest container or interconnected containers

Express in pounds the amount of each Extremely Hazardous Substance stored in the largest container or interconnected containers (this is the release amount used to determine the Vulnerable Zone).

(d) Type and design of storage container or vessel

Indicate the storage method of each Extremely Hazardous Substance, i.e., drum, cylinder, tank, and their respective capacities (It is helpful to indicate system types such as manifold versus vacuum as well).

(e) Nature of the hazard

Describe the type of hazard (i.e., fire, explosion) and health effects (acute and chronic) most likely to accompany a spill or release of each Extremely Hazardous Substance.

3. Vulnerability Analysis

(d) Extent of the Vulnerable Zone

For each Extremely Hazardous Substance present at a facility, provide the estimated geographical area (vulnerable zone) that may be subject to concentrations of an airborne Extremely Hazardous Substance at levels that could cause irreversible acute health effects or death to human populations following an accidental release.

(b) Estimate Facility Population

Provide an estimate of the maximum number of employees present at the facility at any given time, i.e. if the facility is unmanned except for routine maintenance by only one person then, the number of employees present at any given time shall be noted as one.

© Critical Facilities

Identify each critical facility by name and each critical facility's maximum expected occupancy, within each vulnerable zone, which are essential to emergency response or house special needs populations (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the vulnerable zone, that shall be noted.

(d) Estimate Total Exposed Population

Provide an estimate of the total exposed population (facility employees + general population + critical facilities), within each vulnerable zone, that would be affected in a worst case release scenario.

4. Risk Analysis (the three ratings {Risk Assessment} at the bottom of the CAMEO *fm* Scenario Page will meet the four requirements below)

(d) Probability of release

Rate the probability of release as Low, Moderate, or High based on observations at the facility. Considerations should include history of previous incidents and current conditions and controls at the facility.

(b) Severity of consequences of human injury

Rate the severity of consequences if an actual release were to occur

© Severity of consequences of damage to property

Rate the potential damage to the facility, nearby buildings and infrastructure if an actual release were to occur.

(d) Severity of consequences of environmental exposure

Rate the potential damage to the surrounding environmentally sensitive areas, natural habitat and wildlife if an actual release were to occur.

- D. Identify those facilities in Attachment B for which a hazards analysis was not submitted. Supporting documentation shall be submitted to the Division which lists the facilities for which a hazards analysis was not completed. In addition to the facility name and the State Emergency Response Commission Code identification number, supporting documentation should indicate:
1. Facility has closed or is no longer in business.
  2. Facility is not physically located in the County (indicate appropriate County location, if known).
  3. Facility does not have Extremely Hazardous Substance(s) on-site or Extremely Hazardous Substance(s) are below the Threshold Planning Quantity. These facilities require:
    - (a) A Statement of Determination from the facility representative for the previous reporting year; or
    - (b) A letter from the facility representative fully explaining why the Extremely Hazardous Substance(s) is/are not now present at or above the Threshold Planning Quantity and a date when the Extremely Hazardous Substance(s) was/were removed from the facility.

E. On-Site Visits

1. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment B, to confirm the accuracy and completeness of information in the hazards analysis.
2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment E) in **electronic format** to the Division for each facility visited or contacted.
  - (a) **On-Site visit exception for sulfuric acid**
    - (1) For the facilities listed on Attachment B that report the presence of only sulfuric acid, the recipient shall conduct an initial on-site visit within the period of Agreement.
    - (2) After the initial on-site visit has been conducted by the Recipient, another on-site visit is not required in subsequent Agreements unless the facility reports the presence of another extremely hazardous substance.
    - (3) In Agreements subsequent to the initial on-site visit, the Recipient shall contact the facility representative by email or telephone to verify the presence of any extremely hazardous substance(s).
    - (4) If a facility representative reports the presence of any extremely hazardous substance other than sulfuric acid in Agreements subsequent to the initial on-site visit period of Agreement, the Recipient shall conduct an on-site visit during the period of Agreement and in subsequent Agreements.

(b) **On-Site visit form exception for sulfuric acid**

- (1) For facilities listed on Attachment B that report the presence of only sulfuric acid, an initial on-site visit is required within the period of Agreement and an on-site visit form (Attachment E) signed and dated by the facility representative and the Recipient shall be submitted to the Division.
- (2) If the facility representative reports the presence of only sulfuric acid in Agreements subsequent to the Agreement period in which the initial on-site visit was conducted, the Recipient shall submit an on-site visit form (Attachment E) to the Division. The on-site visit form shall be signed by the Recipient and identify the date the Recipient contacted the facility representative.
- (3) If a facility representative reports the presence of an extremely hazardous substance other than sulfuric acid in Agreements subsequent to the Agreement period in which the initial site visit was conducted, the Recipient shall conduct an on-site visit and submit an on-site visit form (Attachment E) to the Division. The on-site visit form shall be signed and dated by the Recipient and the facility representative.

3. Submit a site plan map in electronic format to the Division and in sufficient detail to identify:

- (a) Location of major building(s)
- (b) Location and identification of EHS container(s)
- (c) Location of major street(s) and entrance(s)
- (d) North arrow
- (e) State Emergency Response Commission Code identification number

F. Ensure that the Hazards Analysis information is reflected in the County Local Mitigation Strategy.

### **Scope and Schedule of Deliverables**

**Deliverable 1:**

On or before November 1, 2011, the Recipient shall submit fifty (50) percent of the completed hazards analyses of the Attachment B facilities to the Division for review and approval.

**Deliverable 2:**

On or before February 1, 2012, the Recipient shall submit the final fifty (50) percent of the completed hazards analyses of the Attachment B facilities to the Division for review and approval.



**Deliverable 3:**

- A. On or before May 15, 2012, the Recipient shall provide the Division one (1) copy (in electronic format) of each approved hazards analysis. A complete copy of each approved hazards analysis shall be submitted to the applicable Local Emergency Planning Committee and a copy of the transmittal document shall be submitted to the Division.
- B. The Recipient shall notify all Attachment B facilities and applicable first responder agencies of the availability of the hazards analyses information, and make that information available upon request and submit proof of said notifications to the Division.
- C. As appropriate, participate in a technical assistance training session provided by the Division.

**Schedule of Payments**

	<u>Payment</u>
Deliverable #1 - 45% of the Agreement Amount	<u>\$5,340.60</u>
Deliverable #2 - 45% of the Agreement Amount	<u>\$5,340.60</u>
Deliverable #3 - 10% of the Agreement Amount	<u>\$1,186.80</u>

Each payment shall be made upon satisfactory completion of the deliverable above and upon receipt of an acceptable Financial Invoice (Attachment C).

**ATTACHMENT B - ESCAMBIA COUNTY - SECTION 302 FACILITIES LIST**

**2011 - 2012**

SERC #	Facility Name/Address	Contact	County	Mailing Address
31212	AIRGAS SOUTH - PALAFOX 3201 PALAFOX STREET PENSACOLA, FL 32505	LEVY BRYANT 850-434-0235	ESCAMBIA	3201 NORTH PALAFOX STREET PENSACOLA, FL 32505
36100	AIRGAS SOUTH - PENSACOLA #216 3201 NORTH PALAFOX STREET PENSACOLA, FL 32501	LEVY BRYANT 850-434-0235	ESCAMBIA	3201 NORTH PALAFOX STREET PENSACOLA, FL 32505
6083	ARIZONA CHEMICAL - SPECIALTY PRODUCTS 411 SOUTH PACE BOULEVARD PENSACOLA, FL 32501	Timothy Heintz 850-438-9222 x132	ESCAMBIA	411 S. Pace Blvd. Pensacola, FL 32501
833	ARMSTRONG WORLD INDUSTRIES 300 SOUTH MYRICK STREET PENSACOLA, FL 32505	SKYLER G. HARE 850-435-2223	ESCAMBIA	300 SOUTH MYRICK STREET PENSACOLA, FL 32505
22159	ASCEND PERFORMANCE MATERIALS - HUNTSMAN SPECIALTY CHEMICALS 3000 OLD CHEMSTRAND ROAD----22159 CANTONMENT, FL 32533-	AMY R. DYER 850-968-8257	ESCAMBIA	POST OFFICE BOX 97 GONZALEZ, FL 32560
5147	BELLSOUTH - 31475 1725 E OLIVE ROAD PENSACOLA, FL 32514	MELISSA FOSTER 228-238-0907	ESCAMBIA	
5146	BELLSOUTH - 31471 30 WEST BELMONT STREET PENSACOLA, FL 32501-4812	MELISSA FOSTER 228-238-0907	ESCAMBIA	
6613	E C U A / AIRPORT NORTH WELL PLANT 4018 LEESWAY CIRCLE PENSACOLA, FL 32504	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6624	E C U A / AVONDALE WELL PLANT 4950 CERNEY ROAD PENSACOLA, FL 32507	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6622	E C U A / BAYOU MARCUS WRF 3050 FAYAL DRIVE PENSACOLA, FL 32526-2908	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6618	E C U A / BROAD WELL PLANT 690 BROAD STREET PENSACOLA, FL 32534-	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	

ATTACHMENT B - ESCAMBIA COUNTY - SECTION 302 FACILITIES LIST

2011 - 2012

SERC #	Facility Name/Address	Contact	County	Mailing Address
6605	E C U A / BRONSON WELL PLANT 2251 BRONSON ROAD PENSACOLA, FL 32506	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6626	E C U A / CANTONMENT WELL PLANT 325 BECKS LAKE ROAD CANTONMENT, FL 32533-	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6623	E C U A / CARRIAGE HILLS WELL PLANT 5550 ESPERANTO DRIVE - NEAR CLUB HOUSE BELLVIEW, FL 32526-	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6619	E C U A / DUNAWAY WELL PLANT 7710 DUNAWAY ROAD AT 8 MILE CREEK ROAD BELLVIEW, FL 32526-	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6631	E C U A / ELLYSON WELL PLANT 2902 EAST JOHNSON AVENUE PENSACOLA, FL 32514-	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6617	E C U A / ENSLEY WELL PLANT 8902 NORTH PALAFOX STREET AT HOOD DRIVE PENSACOLA, FL 32534-3031	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6603	E C U A / F AND SCOTT WELL 1110 WEST SCOTT STREET PENSACOLA, FL 32501-	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6608	E C U A / GEORGE WATSON WELL PLANT 49 1141 MEDFORD AVENUE AT HAVRE WAY PENSACOLA, FL 32505-2731	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6600	E C U A / HAGLER WELL PLANT 4190 AIRFIELD ROAD AT MUNICIPAL AIRPORT SOUTH PENSACOLA, FL 32504-	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
30304	E C U A / HUMPHREYS WELL 2115 DOUGLAS AVENUE PENSACOLA, FL 32514	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6625	E C U A / LILLIAN WELL PLANT 8105 LILLIAN HIGHWAY AT FAIRFIELD DRIVE PENSACOLA, FL 32506-3747	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	

**ATTACHMENT B - ESCAMBIA COUNTY - SECTION 302 FACILITIES LIST**

2011 - 2012

SERC #	Facility Name/Address	Contact	County	Mailing Address
6612	E C U A / MCALLISTER WELL PLANT 5810 MCALLISTER ROAD PENSACOLA, FL 32504	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
18556	E C U A / MCCRORY WELL PLANT 10615 NEW CHEMSTRAND ROAD CANTONMENT, FL 32533-	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6607	E C U A / MONTCLAIR 1 WELL PLANT 720 BELAIR ROAD AT GULF POWER RIGHT OF WAY PENSACOLA, FL 32505-3142	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6610	E C U A / OLF 4A WELL PLANT 551 EAST NINE MILE ROAD PENSACOLA, FL 32514	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6614	E C U A / OLIVE ROAD PLANT 2502 EAST OLIVE ROAD PENSACOLA, FL 32514-6226	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
19106	E C U A / PENSACOLA BEACH WWTP 53 VIA DE LUNA PENSACOLA, FL 32501	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6620	E C U A / ROYCE STREET WELL PLANT 600 ROYCE STREET PENSACOLA, FL 32503-	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
28716	E C U A / SOUTHWEST PUMP STATION 12250 SORRENTO ROAD PENSACOLA, FL 32507-	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
27711	E C U A / SPANISH TRAIL WELL 4010 JERRY MAYGARDEN ROAD PENSACOLA, FL 32504-	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6616	E C U A / SWEENEY WELL PLANT 10411 NORTH PALAFOX STREET PENSACOLA, FL 32534-1262	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
18555	E C U A / TENNANT WELL PLANT 2017 BROYHILL LANE BELLVIEW, FL 32526-	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	

**ATTACHMENT B - ESCAMBIA COUNTY - SECTION 302 FACILITIES LIST**

2011 - 2012

SERC #	Facility Name/Address	Contact	County	Mailing Address
6621	E C U A / UNIVERSITY WELL PLANT 1681 GOVERNORS DRIVE PENSACOLA, FL 32514-	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6604	E C U A / VILLA DRIVE WELL PLANT 11 VILLA DRIVE PENSACOLA, FL 32506-5535	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6602	E C U A / W AND AVERY WELL PLANT 2900 WEST AVERY STREET PENSACOLA, FL 32505-6320	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
908	E C U A / WELL PLANT 6 105 EAST DESOTO STREET PENSACOLA, FL 32501-3154	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6601	E C U A / WEST PENSACOLA WELL PLANT 4091 LILLIAN HIGHWAY NEAR MOBILE HIGHWAY PENSACOLA, FL 32506-4212	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
6599	E C U A / WEST WELL PLANT 1420 WEST CERVANTES STREET PENSACOLA, FL 32505	KERRY LANGLEY 850-476-5110 x2710	ESCAMBIA	
18301	EXIDE TECHNOLOGIES - PENSACOLA BRANCH 4005 NORTH PACE BOULEVARD PENSACOLA, FL 32505-	SCOTT GREENBERG 404-285-5158	ESCAMBIA	
30813	G E GENERATORS PENSACOLA 8301 SCENIC HIGHWAY PENSACOLA, FL 32514	Donald R Draper 850-474-4344	ESCAMBIA	8301 Scenic HWY Pensacola, FL 32514
15754	GONZALEZ UTILITIES ASSOCIATION INC 1610 OLD CHEMSTRAND ROAD CANTONMENT, FL 32533-	RUSSELL BRACKEN 850-554-6845	ESCAMBIA	1610 OLD CHEMSTRAND ROAD CANTONMENT, FL 32533
32032	GONZALEZ UTILITIES ASSOCIATION INC - PAULINE 1351 PAULINE STREET CANTONMENT, FL 32533	RUSSELL BRACKEN 850-554-6845	ESCAMBIA	1351 PAULINE STREET CANTONMENT, FL 32560
22022	GULF POWER - CORPORATE OFFICE 500 BAYFRONT PARKWAY PENSACOLA, FL 32520-	KEVIN BEATY 850-336-6551	ESCAMBIA	

**ATTACHMENT B - ESCAMBIA COUNTY - SECTION 302 FACILITIES LIST**

2011 - 2012

SERC #	Facility Name/Address	Contact	County	Mailing Address
915	GULF POWER - CRIST POWER PLANT 11999 PATE ROAD PENSACOLA, FL 32514-	ASHLEY KEOUGH 850-336-6141	ESCAMBIA	
34732	HOME DEPOT USA - 8472 541 WEST NINE MILE ROAD PENSACOLA, FL 32534	DENNIS GORMAN 850-476-1641	ESCAMBIA	
27471	LEVEL 3 COMMUNICATIONS - PNSCFLLW 221 NORTH BAYLEN STREET PENSACOLA, FL 32501-4808	Jim Curtis 904-219-8939	ESCAMBIA	6263 Phillips Hwy Jacksonville, FL 32216
36641	LOST KEY COUNTRY CLUB 625 LOST KEY DRIVE PENSACOLA, FL 32507	STEVEN PRICE 850-549-2164	ESCAMBIA	625 LOST KEY DRIVE PENSACOLA, FL 32507
20395	MOLINO UTILITIES - WELL #3 5320 CHESTNUT ROAD AT WATER TANK MOLINO, FL 32577-	RANDY WEAVER 850-336-3057	ESCAMBIA	P.O. BOX 126 MOLINO, FL 32577
30295	MOLINO UTILITIES - WELL #4 7445 GIBSON ROAD AT WATER TANK MOLINO, FL 32577	RANDY WEAVER 850-587-5538	ESCAMBIA	P.O. BOX 126 MOLINO, FL 32577
37771	N E S RENTALS - PENSACOLA 4007 NORTH W STREET PENSACOLA, FL 32505	Frankie Shields 850-433-8801	ESCAMBIA	4007 NORTH W STREET PENSACOLA, FL 32505
27502	QWEST - PENSACOLA POP 2500 NORTH PALAFOX STREET PENSACOLA, FL 32501	MIKE CLARK 337-849-6704 337-839-1078	ESCAMBIA	
38192	SCENIC HILLS COUNTRY CLUB 8891 BURNING TREE ROAD PENSACOLA, FL 32514	RICK GORMAN 850-476-0380 850-384-3706	ESCAMBIA	
989	TOWN OF CENTURY - WELL 2 9201 ACADEMY STREET CENTURY, FL 32535	STEPHEN E ROSS 850-256-3208	ESCAMBIA	POST OFFICE DRAWER 790 CENTURY, FL 32535

**ATTACHMENT B - ESCAMBIA COUNTY - SECTION 302 FACILITIES LIST**

**2011 - 2012**

SERC #	Facility Name/Address	Contact	County	Mailing Address
33445	TROJAN BATTERY COMPANY - SAFE-START LLC - PENSACOLA 615 NORTH TARRAGONA PENSACOLA, FL 32502	ROSS SECORD 850-430-4081	ESCAMBIA	615 N. TARRAGONA PENSACOLA, FL 32502

**Attachment C  
FINANCIAL INVOICE FORM  
FOR  
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE**

RECIPIENT: Escambia County

AGREEMENT# 12-CP-03-01-27-01-187

	AMOUNT REQUESTED BY THE RECIPIENT	AMOUNT APPROVED BY THE DIVISION
1. First Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	\$ _____	\$ _____
2. Second Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	\$ _____	\$ _____
3. Final Payment(10% of contract amount) (approval, distribution & notification)	\$ _____	\$ _____
TOTAL AMOUNT	\$ _____	\$ _____

(To be completed by  
the Division)

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

\_\_\_\_\_  
Signature of Authorized Official/Title

\_\_\_\_\_  
Date

TOTAL AMOUNT TO BE PAID AS OF \_\_\_\_\_

THIS INVOICE \$ \_\_\_\_\_

**(To be completed by the Division)**



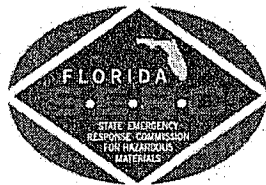
## Attachment D

### HAZARDS ANALYSIS CONTRACT CHECKLIST AND CAMEO GUIDE

<b>FACILITY INFORMATION</b>
Facility Name {per Attachment B} (Facility page)
Facility Physical address (Facility page)
SERC Code identification number {per Attachment B, ex. SERC123456} (Department Field on Facility page)
Latitude & Longitude in decimal/degrees (ex. 30.1917 - 84.3621) (Map Data tab on Facility page)
Facility Emergency Coordinator name, title, phone # {including 24 hr. number} (Contact tab on Facility page)
Transportation Route(s) {from county line to the facility} (Notes tab on Facility page)
Evacuation Route(s) to exit the vulnerable zone (Notes tab on Facility page)
Historical Accident Record {if none, please note} (Notes tab on Facility page)
<b>HAZARD IDENTIFICATION (for each Extremely Hazardous Substance on site)</b>
Proper chemical name(s) (Chemical in Inventory page(s))
Chemical Abstract Service (CAS) number (Chemical in Inventory page(s))
Natural physical state {ex. mixture, pure, liquid, solid, gas} (Chemical in Inventory page(s), Physical State and Quantity tab)
Maximum quantity on-site in pounds (Chemical in Inventory page(s), Physical State and Quantity tab)
Amount in largest container or interconnected containers (Chemical in Inventory page(s), Physical State and Quantity tab)
Type and design of storage container(s) {ex. cylinder, steel drum, carboy etc.} (Chemical in Inventory page(s), Location tab)
Nature of the hazard {ex. acute, chronic, fire, pressure etc.} (Chemical in Inventory page(s), Physical State and Quantity tab)
<b>VULNERABILITY ANALYSIS (for each Extremely Hazardous Substance on site)</b>
Estimate vulnerable zone {threat zone} radius (bottom of Scenario page(s))
Facility Population {unmanned facilities minimum of one is required for maintenance personnel} (ID Codes tab on Facility page)
Critical Facilities {name of facilities and max occupancy for each} [if none, please note] (Notes tab on Scenario page(s))
Estimate Total Exposed Population(s) {facility + general population + critical facilities} (Notes tab on Scenario page(s))
<b>RISK ANALYSIS (for each Extremely Hazardous Substance on site) (Scenario page(s))</b>
<del>The three ratings</del> {Risk Assessment} at the bottom of the SCENARIO PAGE(S) will meet the four requirements below
Rate probability of release {ex. low, medium or high}
Rate severity of consequences of human injury {ex. low, medium or high}
Rate severity of consequences of damage to property {ex. low, medium or high}
Rate severity of consequences of environmental exposure {ex. low, medium or high}
<b>ON-SITE VISITS (for each facility and within the contract period)</b>
Completed hazards analysis site visit form (submitted electronically) {SERC code in file name, ex. SERC123456SV}
Site plan map (submitted electronically) with sufficient detail to identify: {SERC code in file name, ex. SERC123456SP}
Location of major building(s)
Location of container(s) of Extremely Hazardous Substance(s)
Location of major street(s) and entrance(s)
North arrow

The data shall be submitted electronically in a CAMEO*fm* version 2.2 zip file format.

Attachment E



**FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS**

**HAZARDS ANALYSIS ON-SITE VISIT CERTIFICATION FORM**

\_\_\_\_\_  
Name of Facility (Please print)

\_\_\_\_\_  
Name of County (Please print)

\_\_\_\_\_  
State Emergency Response Commission (SERC) Code

\_\_\_\_\_  
Name of Facility Representative (Please print)

\_\_\_\_\_  
Facility Representative Signature

\_\_\_\_\_  
Site Visit Date

\_\_\_\_\_  
Name of Inspector (Please print)

\_\_\_\_\_  
Inspector's Signature

\_\_\_\_\_  
Site Visit Date

The individuals signing above certify that a hazards analysis site visit was conducted on the above date.

Check if facility representative was informed about using FloridaHMIS.org for EPCRA on-line filing

advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from \_\_\_\_\_

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

Escambia County  
Recipient's Name

\_\_\_\_\_  
Name and Title

12-CP-03-01-27-01-187  
DCA Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date



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

**AI-1368**

**County Administrator's Report Item #: 13. 33.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Approval of Fiscal Year 2011-2012 Mosquito Control Division Annual Contractual Services Agreement #017219

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Approval of the Fiscal Year 2011-2012 Contractual Services Agreement for the Mosquito Control Division - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning approval of the Fiscal Year 2011-2012 Contractual Services Agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and the Escambia County Board of County Commissioners, FDACS Contract #017219, for Mosquito Control:

- A. Approve the annual Contractual Services Agreement; and
- B. Authorize the Chairman to sign the annual Contractual Services Agreement.

**BACKGROUND:**

Florida Statutes, Chapter 388, and Florida Administrative Code, Chapter 5E-13, authorized the Florida Department of Agriculture and Consumer Services to regulate and administer mosquito control throughout the State of Florida. Compliance with annual Contractual Services Agreement provides for State Grant Funding to be distributed to the Escambia County Mosquito Control Division.

**BUDGETARY IMPACT:**

The expected revenue in the amount of \$18,396 for Fiscal Year 2011-2012 from the State of Florida will supplement funds provided by Escambia County to operate the Mosquito Control Division of the Community and Environment Department. This State Grant funding will be separate from the County General Funds and will be held accountable in Cost Center 220703, Fund 106.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Contractual Services Agreement was reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required when entering into Contract Agreements. This recommendation is consistent with the Board's goals and objectives for capitalizing on alternative revenue generation without increasing the tax burden.

**IMPLEMENTATION/COORDINATION:**

The Mosquito Control Division management will ensure that Escambia County complies with the annual Contractual Services Agreement and performs all activities required.

---

**Attachments**

FDACS Annual Contractual Services Agreement

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: FDACS Contract #017219

Date: September 1, 2011

Date due for placement on agenda: September 15, 2011

Requested by Bob Betts, Division Mgr, Mosquito Control

Phone Number: 937-2193, County Cell 698-3974



(LEGAL DEPARTMENT USE ONLY)

Legal Review by Kristin Hual

Date Received: 9/2/11

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:





ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

017219

**CONTRACTUAL SERVICES AGREEMENT**

This AGREEMENT, made and entered into this 15th day of September 2011 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the Department, and **Escambia County**, acting for and on behalf of the **Escambia County Mosquito Control**, the Contractor.

**CONTRACT PERIOD: October 1, 2011 through September 30, 2012**

When state funds are involved, it is the duty of the Department to guide, review, approve, and coordinate the activities of all county governments and special districts receiving state funds in furtherance of the goal of integrated mosquito control.

The CONTRACTOR agrees to comply with the following statutory language of Chapter 388, F.S. and Administrative Code 5E-13.

An operational work plan on **DACS form 13666** entitled "**Operational Work Plan Narrative**", a signed acknowledgment of notification of being subject to **Section 215.97, F.S.** and a detailed work plan on **DACS form 13623** entitled "**Detailed Work Plan Budget**" providing for the control of mosquitoes are to be filed with the Department not later than July 15, 2011.

Following approval of the work plan and detailed work plan budget by the Department, **two notarized(certified)** copies of the county's or district's certified budget on form **DACS form 13617**, entitled "**Annual Certified Budget for Mosquito Control**" shall be submitted to the Department not later than September 15, 2011. If any changes are made (i.e. local cash carry forward, etc.) to the **Annual Certified Budget for Mosquito Control** after October 1st, a budget amendment on **DACS form 13613** entitled "**Arthropod Control Budget Amendment**" must be submitted to the Department not later than October 30, 2011. **NO EXCEPTIONS WILL BE MADE.**

Budget amendments on **DACS form 13613**, entitled "**Arthropod Control Budget Amendment**," and hereby incorporated by reference shall be prepared and submitted to the Department prior to over-expending funds in any account or expending funds in non-budgeted accounts. Budget amendments must be explained by accompanying requests for approval of changes to be made in the detailed budget. Department approval of the amendment(s) must be received before such expenditures are made.

**Not later than thirty(30) days after the end of each month** (i.e. October reports are due by December 1st), each district or county shall submit a monthly financial report to the Department on **DACS Form 13663**, entitled "**Mosquito Control Monthly Report**" for **Local Funds** and **DACS Form 13650** entitled "**Mosquito Control Monthly Report**" for **State Funds**, hereby incorporated by reference. A district or county shall submit **two(2)** copies of its September financial report to the Department not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed by program director or person responsible for administration of the program and funds. Any county or district withdrawing from participation in state matching funds under Chapter 388, F.S., shall continue to submit financial reports as required in 5E-13.027(3) until funds received under this program are exhausted.



A district or county shall submit monthly chemical reports of accomplishments and an inventory of chemicals, on prescribed forms **DACS Form 13664** entitled "**Mosquito Control Chemical Inventory Report**" and **DACS Form 13652** entitled "**Mosquito Control Monthly Activity Report**" for pesticide activity, hereby incorporated by reference, to the Department not later than thirty (30) days after the end of each month (i.e. October reports are due by December 1st). If there is **no** activity in any given month, the county shall continue to submit monthly reports of accomplishments and an inventory of chemicals, on prescribed forms to the Department not later than thirty (30) days after the end of each month (i.e. October reports are due by December 1st) stating "**NO ACTIVITY**".

**State funds received shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds.** Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 659.24 F.S.

All purchases of supplies, materials and equipment by counties or districts shall be made in accordance with the laws governing purchases by boards of county commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance therewith.

All funds, supplies, and services released to counties and districts here under shall be used in accordance with the detailed work plan and certified budget approved by both the Department and the county or district. The plan and budget may be amended at any time upon **prior approval** of the Department.

All funds, supplies, and services released on the dollar-for-dollar matching basis shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the Department.

State funds shall be payable quarterly, in accordance with the rules of the Department, upon requisition by the Department to the Chief Financial Officer. The Department is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more counties or districts.

State and local funds budgeted for the control of mosquitoes shall be carried over at the end of the county or district's fiscal year, and re-budgeted for such control measures the following fiscal year. **No State funds can be placed in a reserve account.**

All equipment purchased under this chapter with state funds made available directly to the county or district shall become the property of the county or district unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the county or district.

A record and inventory of certain property owned by the district shall be maintained in accordance with s. 274.02 on the operational work plan on **DACS form 13666** entitled "**Operational Work Plan Narrative**".

Surplus property shall be disposed of according to the provisions set forth in s. 274.05 with the following exceptions: Serviceable equipment no longer needed by a county or district shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the

equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in s. 274.05.

The alternative procedure for disposal of surplus property, as prescribed in s. 274.06, shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment.

All proceeds from the sale of any real or tangible personal property owned by the county or district shall be deposited in the county's or district's mosquito control state fund account unless otherwise specifically designated by the Department.

All counties and districts carrying out programs for the control of mosquitoes involving the expenditure of state funds shall set up and maintain books and records under a method approved by the Auditor General and be subject to audit by same.

State funds, supplies, and services shall be made available to such county or district by and through the Department immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the Department shall make an adjustment in amounts of money payable to the district or counties in the last three(3) quarters of the current fiscal year. Districts or counties shall be notified of the amount of payable to them and if necessary shall amend amounts of state funds budgeted.

The Department, upon notifying a county or district and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.

Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General. **Two(2) notarized(certified) copies of the Notification of Section 215.97, F.S. Memo shall be returned to the Department not later than July 15, 2011. This Agreement shall be executed and returned to the Department not later than October 1, 2011.**

**Failure to comply with chapter 388, F.S., Administrative Code 5E-13 and this Agreement can result in loss or termination of funds and/or state approval certification.**

Intellectual property is subject to the following additional provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.
- B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

- C. In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by CONTRACTOR to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.

The six digit Department of Management Services' class/group code commodity catalog control number is: 916-330

The Department will pay the Contractor in arrears as follows:

An amount not to exceed \$18,500 payable in equal quarterly installments upon receipt of required reports submitted to the Department within statutory deadlines.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the Department in detail sufficient for a proper pre audit and post audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the CONTRACTOR upon partial delivery of services when a request for such partial payment is made by the CONTRACTOR and approved by the DEPARTMENT.

This contract may be cancelled by either party by giving not less than 30 days prior written notice of the cancellation.



The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

The Department shall have the right of unilateral cancellation for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the CONTRACTOR. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT. Renewal costs may not be charged by the CONTRACTOR.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through L are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a CONTRACTOR subject to the Florida Single Audit Act.

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to

requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.

- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through this Department resource by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from this Department resource, other state agencies, and other Nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a Nonstate entity for Federal program matching requirements.
- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- E. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).
- F. Each state awarding agency shall:
  - (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
  - (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to retain sufficient records demonstrating its compliance with the terms of this

agreement for a period of three years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services or its designee, access to such records upon request.

- (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
  - (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
    - (a) The Department of Agriculture and Consumer Services  
Division of Administration  
509 Mayo Building  
407 South Calhoun Street  
Tallahassee, Florida 32399-0800
    - (b) The Auditor General's Office at the following address:  
State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450
    - (c) The Department of Agriculture and Consumer Services  
Bureau of Entomology and Pest Control, Mosquito Control Program  
1203 Governors Square Blvd, Suite 300  
Magnolia Center I  
Tallahassee, Florida 32301
- G. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor. General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

- I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).
- J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.
- L. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:
  - a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
  - b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

The following provisions of A through I are applicable regarding the administration of resources provided by the Department to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

- A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through this Department by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from this Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB Circular A-133, as revised, will meet these requirements.
- B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- C. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).



- D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
- (a) The Department of Agriculture and Consumer Services  
Division of Administration  
509 Mayo Building  
407 South Calhoun Street  
Tallahassee, Florida 32399-0800
  - (b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:  
  
Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132
  - (c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.
- E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the Department of Agriculture and Consumer Services at the following address:
- The Department of Agriculture and Consumer Services  
509 Mayo Building  
407 South Calhoun Street  
Tallahassee, Florida 32399-0800
- F. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.
- G. Recipients, when submitting financial reporting packages to the Department of Agriculture and Consumer Services for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.



- I. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:
  - a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
  - b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street, North, 3rd Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The CONTRACTOR is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The CONTRACTOR is informed that the employment of unauthorized aliens is a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

The CONTRACTOR is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The Contract Manager for the Department is Angela Weeks-Samanie and is located at Bureau of Entomology and Pest Control, Mosquito Control Program, 1203 Governors Square Blvd, Suite 300, Magnolia Center I, Tallahassee, Florida 32303.

The Contract Manager for the Contractor is Escambia County for Escambia County Mosquito Control and is located at 611 Highway 297A, Cantonment, Florida 32533 acting for and on behalf of the Escambia County.

Signed by parties to this agreement:

**Department OF AGRICULTURE AND  
CONSUMER SERVICES**

**CONTRACTOR:  
Escambia County**



Signature

Signature Kevin W. White, Chairman



Title

Title

August 18, 2011

Date

September 15, 2011

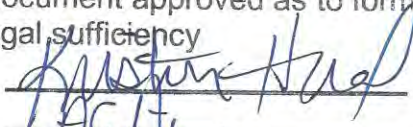
Date

This document approved as to form and legal sufficiency

By

Title

Date

  
ACT  
9/2/11

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

**BY: \_\_\_\_\_  
DEPUTY CLERK**

## EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

*NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

Federal Program:

List applicable compliance requirements as follows:

1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
3. Etc.

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

*NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.*

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

*NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.*

**Awarding Agency: FL Department of Agriculture and Consumer Services**

**Title: MOSQUITO CONTROL (Arthropod Control / Mosquito Control State Aid)**

**Project Amount: Not to exceed \$18,500**

**CSFA#: 42003**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

*NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.*



STATE OF FLORIDA

Department of Agriculture and Consumer Services  
 Division of Agricultural Environmental Service  
 (850) 922-7011/SunCom 292-7011. Fax (850) 413-7044

Bureau of Entomology and Pest Control  
 1203 Governors Square Boulevard  
 Suite 300  
 Tallahassee, Florida 32301  
 850-922-7011

CHARLES H. BRONSON

ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL

Chapter 388.341, F.S.

Escambia County Mosquito Control FISCAL YEAR OCTOBER 1, 2010 - SEPTEMBER 30, 2011

RECEIPTS				
Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$ 635,621.00	\$ 635,621.00	\$ -
334.1	State Grant	\$ 35,000.00	\$ -	\$ 35,000.00
362	Equipment Rentals	\$ -	\$ -	\$ -
337	Grants and Donations	\$ -	\$ -	\$ -
361	Interest Earnings	\$ -	\$ -	\$ -
364	Equipment and/or Other Sales	\$ -	\$ -	\$ -
369	Misc/Refunds (prior yr expenditures)	\$ -	\$ -	\$ -
380	Other Sources	\$ -	\$ -	\$ -
389	Loans	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 670,621.00	\$ 635,621.00	\$ 35,000.00
Beginning Fund Balance		\$ -	\$ -	\$ -
Total Budgetary Receipts & Balances		\$ 670,621.00	\$ 635,621.00	\$ 35,000.00

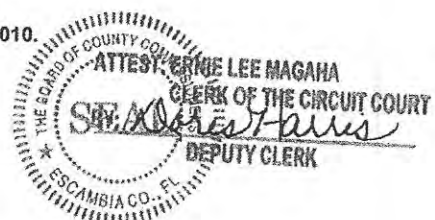
EXPENDITURES				
Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$ 388,928.00	\$ 378,813.00	\$ 8,115.00
20	Per Serv Benefits	\$ 176,758.00	\$ 176,758.00	\$ -
30	Operating Expense	\$ 2,200.00	\$ 2,200.00	\$ -
40	Travel & Per Diem	\$ 12,500.00	\$ 500.00	\$ 12,000.00
41	Communication Serv	\$ 4,000.00	\$ 4,000.00	\$ -
42	Freight Services	\$ 500.00	\$ 500.00	\$ -
43	Utility Service	\$ -	\$ -	\$ -
44	Rentals & Leases	\$ 600.00	\$ 600.00	\$ -
45	Insurance	\$ -	\$ -	\$ -
46	Repairs & Maint	\$ 8,900.00	\$ 8,900.00	\$ -
47	Printing and Binding	\$ 350.00	\$ 350.00	\$ -
48	Promotional Activities	\$ -	\$ -	\$ -
49	Other Charges	\$ 1,950.00	\$ -	\$ 1,950.00
51	Office Supplies	\$ 2,000.00	\$ 2,000.00	\$ -
52.1	Gasoline/Oil/Lube	\$ 30,605.00	\$ 30,605.00	\$ -
52.2	Chemicals	\$ 36,496.00	\$ 28,363.00	\$ 8,133.00
52.3	Protective Clothing	\$ 700.00	\$ -	\$ 700.00
52.4	Misc. Supplies	\$ 1,404.00	\$ 782.00	\$ 622.00
52.5	Tools & Implements	\$ 750.00	\$ 250.00	\$ 500.00
54	Publications & Dues	\$ 2,480.00	\$ 500.00	\$ 1,980.00
55	Training	\$ 1,500.00	\$ 500.00	\$ 1,000.00
60	Capital Outlay	\$ -	\$ -	\$ -
71	Principal	\$ -	\$ -	\$ -
72	Interest	\$ -	\$ -	\$ -
81	Aids to Government Agencies	\$ -	\$ -	\$ -
83	Other Grants and Aids	\$ -	\$ -	\$ -
89	Contingency (Current Year)	\$ -	\$ -	\$ -
99	Payment of Prior Year Accounts	\$ -	\$ -	\$ -
TOTAL BUDGET AND CHANGES		\$ 670,621.00	\$ 635,621.00	\$ 35,000.00
0.001	Reserves - Future Capital Outlay	\$ -	\$ -	\$ -
0.002	Reserves - Self-Insurance	\$ -	\$ -	\$ -
0.003	Reserves - Cash Balance to be Carried Forward	\$ -	\$ -	\$ -
0.004	Reserves - Sick and Annual Leave Trans Out	\$ -	\$ -	\$ -
TOTAL RESERVES ENDING BALANCE		\$ -	\$ -	\$ -
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		\$ 670,621.00	\$ 635,621.00	\$ 35,000.00
ENDING FUND BALANCE		\$ -	\$ -	\$ -

I certify that the budget shown was adopted on this 19th Day of August 2010

SIGNED: Grover C. Robinson IV DATE August 20, 2010.

SIGNED: Ernie Lee Magaha DATE 8/31 2010.  
 Bureau of Entomology and Pest Control

County of Escambia





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

**AI-1357** **County Administrator's Report Item #: 13. 34.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** Issuance of Purchase Orders in Excess of \$50,000 for the Public Safety Department for Fiscal Year 2011-2012

**From:** Mike Weaver

**Organization:** Public Safety

**CAO Approval:**

**Information**

**RECOMMENDATION:**

Recommendation Concerning Issuance of Purchase Orders in Excess of \$50,000 for the Public Safety Department for Fiscal Year 2011-2012 - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements as provided below, for the Public Safety Department for Fiscal Year 2011-2012:

<b>Vendor/Contractor</b>	<b>Amount</b>	<b>Contract Number</b>
A. AT&T Vendor Number: 010542 9-1-1 Communications Fund: 145 (E-911 Operations) Cost Center: 330404	\$230,000	
B. Atmore Ambulance, Inc. Vendor Number: 014605 Walnut Hill Area Ambulance Support Fund: 408 (EMS) Cost Center: 330302	\$88,000	36-Month Agreement approved by Board 01/21/2010
C. Bennett Fire Products Vendor Number: 023109 Firefighting Equipment/Supplies Fund: 143 (Fire Protection) Cost Center: 330206	\$200,000	PD 07-08.129, term extended
D. Bosso's Uniform Company, Inc. Vendor Number: 025101 Firefighter Uniforms Fund: 143 (Fire Protection) Cost Center: 330206	\$80,000	PD 10-11.048
E. Bound Tree Medical, LLC Vendor Number: 025153 Medical Equipment/Supplies Fund: 408 (EMS)/143 (Fire Protection) Cost Center: 330302/330206	\$100,000	PD 09-10.055

F.	City of Pensacola Vendor Number: 406544 9-1-1 Communications Fund: 145 (E-911 Operations) Cost Center: 330404	\$240,000	Agreement with Automatic Annual Renewal, as amended, approved by Board 1/23/1996
G.	Enroute Emergency Systems, LLC Vendor Number: 051172 Maintenance/Support of CAD System Fund: 001 (General) Cost Center: 330403	\$53,000	
H.	Escambia County Area Transit Vendor Number: 051514 Ambulance/Vehicle Repair Fund: 408 (EMS) Cost Center: 330302	\$63,000	
I.	Escambia County Area Transit Vendor Number: 051514 Fire Apparatus Repair Fund: 143 (Fire Protection) Cost Center: 330206	\$200,000	
J.	Henry Schein, Inc. (Matrx Medical) Vendor Number: 131760 Medical Equipment/Supplies Fund: 408 (EMS)/143 (Fire Protection) Cost Center: 330302/330206	\$60,000	PD 09-10.055
K.	Howell's Truck & Giant Tire Service, Inc. Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 143 (Fire Protection) Cost Center: 330206	\$64,000	
L.	Moore Medical, LLC Vendor Number: 134711 Medical Equipment/Supplies Fund: 408 (EMS)/143 (Fire Protection) Cost Center: 330302/330206	\$70,000	PD 09-10.055
M.	Motorola Solutions, Inc. Vendor Number: 135001 Microwave System Maintenance Fund: 001 (General) Cost Center: 330403	\$120,000	PD 08-09.047
N.	Physio-Control, Inc. Vendor Number: 164035 AED & LifePak Accessories and Supplies Fund: 408 (EMS) Cost Center: 330302/330206	\$57,000	NASPO Contract SW3000
O.	Physio-Control, Inc. Vendor Number: 164035 AED & LifePak Repair and Maintenance Fund: 408 (EMS) Cost Center: 330302	\$53,000	
P.	Preferred Governmental Insurance Trust Vendor Number: 164977 Volunteer FF Workers' Compensation Insurance Fund: 143 (Fire Protection) Cost Center: 330206	\$100,000	
Q.	Ten-8 Fire Equipment, Inc. Vendor Number: 200935 Firefighting Equipment/Supplies Fund: 143 (Fire Protection) Cost Center: 330206	\$100,000	PD 07-08.129, term extended
R.	Ward International Trucks, LLC Vendor Number 230580 Ambulance Repair Fund: 408 (EMS) Cost Center: 330302	\$115,000	
S.	Ward International Trucks, LLC Vendor Number 230580 Fire Apparatus Repair Fund: 143 (Fire Protection) Cost Center: 330206	\$80,000	

T. Whitman & Whitman, Inc.  
Vendor Number: 232613  
Insurance  
Fund: 143 (Fire Protection)  
Cost Center: 330206

\$320,000

**BACKGROUND:**

Issuance of these Purchase Orders during the first week of October 2011 is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2011/2012 for consideration by the Board at its public hearings to be held in September. Issuance of the purchase orders is dependent upon adoption of the proposed FY 2011/2012 budget at the last public hearing scheduled for September 27, 2011.

**BUDGETARY IMPACT:**

Funding is budgeted in the various accounts and cost centers listed.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Department will issue purchase requisitions as soon as is possible on or after October 1, 2011, in accordance with the adopted FY 2011/2012 budget.

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

**AI-1389**

**County Administrator's Report Item #: 13. 35.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/15/2011

**Issue:** PD 10-11.065 General Paving and Drainage Pricing Agreement

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning PD 10-11.065, General Paving and Drainage Pricing Agreement - Amy Lovoy, Management and Budget Services Department Director

That the Board award Unit Price Contract, PD 10-11.065, General Paving and Drainage Agreement to Panhandle Grading & Paving, Inc., APAC Mid-South, Inc., Utility Service Co., Inc., Gulf Atlantic Constructors, Inc., Heaton Brothers Construction, Co., Inc., Starfish, Inc., of Alabama and Roads, Inc., of NWF, for a term of 36 months, effective October 1, 2011, for an annual amount per vendor not to exceed \$2,000,000.

[Funding: Fund 333, "New Road Construction", Cost Center 210204;  
Fund 351, "Local Option Sales Tax II", Cost Center 210105;  
Fund 352, "Local Option Sales Tax III", Cost Center 210107;  
Fund 352, "Local Option Sales Tax III", Cost Center 210802/350229;  
Fund 181, "Master Drainage Basins", Cost Center 210719 through 210736;  
Fund 175, "Transportation Trust Fund", Cost Center 210304; and  
Fund 001, "SRIA", Cost Center 211106]

**BACKGROUND:**

The invitation to bid for PD 10-11.065 General Paving & Drainage Agreement was advertised in the Pensacola News Journal on July 18, 2011 and bids were received on August 17, 2011 from seven vendors. The pricing agreement is a unit price agreement with multiple vendors.

**BUDGETARY IMPACT:**

[Funding: Fund 333 "New Road Construction", Cost Center 210204  
Fund 351 "Local Option Sales Tax II", Cost Center 210105  
Fund 352 "Local Option Sales Tax III", Cost Center 210107  
Fund 352 "Local Option Sales Tax III", Cost Center 210802/350229  
Fund 181 "Master Drainage Basins" Cost Center 210719 through 210736  
Fund 175 "Transportation Trust Fund" Cost Center 210304  
Fund 001 "SRIA" Cost Center 211106]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney's Standard Form Contract D will be used for the pricing agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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

**AI-1401** County Administrator's Report Item #: 13. 1.  
**BCC Regular Meeting** Discussion  
**Meeting Date:** 09/15/2011  
**Issue:** 2011/2012 4th Cent Allocation to Pensacola Alumni Charity Foundation  
**From:** Amy Lovoy  
**Organization:** OMB  
**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation by the Tourist Development Council Concerning Fiscal Year 2011/2012 4th Cent Tourist Development Tax Allocation to the Pensacola Alumni Charity Foundation - Amy Lovoy, Management and Budget Services, Department Director

That the Board approve a \$6,000 allocation in the Fiscal Year 2011/2012 budget from the 4th Cent Tourist Development Tax for the Pensacola Alumni Charity Foundation. These funds will be spent on a black and white formal scholarship ball at the Sanders Beach - Corrine Jones Facility in February of 2012.

**BACKGROUND:**

The Tourist Development Council met on August 16th to consider certain proposals for funding from outside agencies. The TDC voted to request that the Board of County Commissioners fund a \$6,000 request from the Pensacola Alumni Charity Foundation from the FY 11/12 4th Cent Tourist Development Tax budget.

These funds will be spent on a black & white formal scholarship ball at the Sanders Beach - Corrine Jones facility in February of 2012.

**BUDGETARY IMPACT:**

This action will allocate \$6,000 from the 4th Cent reserves.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Pensacola Alumni Charity Foundation

Escambia County Tourist Development Council  
Application For Event/Activity Funding

APPLICATION DEADLINE: Received by 5:00 pm, August 5, 2011  
E.C.T.D.C., 221 Palafox Place, Suite 400, Pensacola, FL 32502

Applicant Organization PENSACOLA ALUMNI CHARITY FOUNDATION

Contact Person DR. SAMUEL H. BOLDEN Title TREASURER

Organization Address P.O. BOX 18193

City PENSACOLA Zip 32522 Telephone 433-8372 Fax \_\_\_\_\_

Signature of President of Applicant Board or Representative Samuel H Bolden

Amount Requested \$ 6,000 08-05-11

Name of Event/Activity BLACK & WHITE FORMAL SCHOLARSHIP BALL

Location of Event/Activity SANDERS BEACH-CORRINE JONES FACILITY

Date(s) of Event/Activity FEBRUARY 2-3, 2012

Projected Attendance (paid) 200 (free) 150 Total 350

Paid ticketed event, list admission price(s) 25.00 PP

Projected # of out of town visitors expected 200

Complete and attach a single spaced, typewritten narrative statement addressing each of the following. Use no more than the space noted.

- \* Describe the event/activity including type(s) of programs, demographics of attendees, other sponsors. (1 page.)
- \* Present a detailed marketing plan outlining how grant funds will be used:
  - Include in your media plan any proposed media purchases with reach/frequency details.
  - Include other promotional plans and activities. 2 pages.
  - See attached Statute 125.0104, Section 5 - Authorized Uses of Revenues.
- \* Describe in detail your measurable goals and your plan for evaluation. 1 page.
- \* Attach a detailed budget of all marketing and promotional expenditures, plus a detailed budget with income and expense for the event/activity. 2 pages.
- \* Include your most recent annual financial statement, balance sheet and a list of your Board of Directors.
- \* Include no more than three examples of support material demonstrating current marketing or promotional efforts.
- \* Applicants should be prepared, on request, to make an in-person presentation to a TDC Application Review Committee following submission of the written Application.

Your application, if funded, is a legally binding contract with the Tourist Development Council and requires your organization to do as projected in the application. A Final Report should be submitted to the Chair of the TDC 60 days following conclusion of the event evaluating the activity and must include a detailed financial statement showing funds were spent as outlined in the application.

## **DESCRIPTION OF ACTIVITY**

An annual Black & White Formal Scholarship Ball to be held in Pensacola on February 3, 2012. The main purpose of the Ball is to raise funds to provide both academic and book scholarships to select area high school students who have been admitted to colleges/universities for the 2012-13 academic year.

## **HOW GRANT FUNDS WILL BE USED**

To provide funds for academic and book scholarships to area high school students who have been admitted to colleges/universities of their choice for the academic year 2012-13. Applications for scholarships will also be solicited from students who are currently enrolled in Pensacola State College. The exact number of scholarships to be awarded will be contingent on the amount of funds raised.

To be eligible, all applicants must meet specific academic criteria as determined by the Academic Selection Committee.

## **MEASURABLE GOALS/EVAUATION**

The amount of dollars raised (less expenses) will determine the amount and number of academic and book scholarships to be awarded.

## **BUDGET/MARKETING/PROMOTIONAL/EXPENDITURES**

<b>Income projections:</b>	<b>Sale of 200 tickets @25.00 - \$5,000.00</b>
<b>Projected Expenses:</b>	<b>Tickets for event - 200.00</b>
	<b>Distribution, Visitors - 400.00</b>
	<b>Bureau's packets</b>
	<b>Band for Event - 1,600.00</b>
	<b>Facility rental - 1,011.66</b>
	<b>Welcome reception, Feb. 2 - 1,500.00</b>
	<b>Hors d'oeuvres/cocktails - 1,500.00</b>
	<b>Feb. 3, 2012</b>
	<b>Security, Feb. 3 - 225.00</b>
	<b>Bartenders (2), Feb. 3 - 150.00</b>

## **RECENT FINANCIAL STATEMENT**

(See attached copy, Florida Dept. of Agriculture & Consumer Services Revenue Statement ending 12-31-2010)

**SUPPORTING MATERIAL/PROMOTIONAL EFFORT**

1. Tickets to be printed in October, 2011.
2. Distribution packets from the Pensacola Visitors' Bureau to be mailed to attendees from Pensacola area communities (e.g., Pascagoula/Moss Point, MS; Atmore/Mobile/Montgomery, AL; and Destin/Ft. Walton Beach, FL)

**BOARD OF DIRECTORS**

**Hon. John Adams**  
**Dr. Samuel Bolden**  
**Frederick Gant, Esq.**  
**Mr. Michael Gibson**

**Mr. Ellis Hodges**  
**Hon. John Jerrals**  
**Hon. Ronald Townsend**  
**Mr. Malachi Williams**



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

**AI-1408**

**County Administrator's Report Item #: 13. 2.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 09/15/2011

**Issue:** Expenditure of Funds for Fall Festival 2011

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Expenditure of Funds for the 2011 Fall Festival Produced by Banks Enterprises - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize reimbursement of expenses incurred prior to October 1, 2011, from the Fiscal Year 2012 Budget for the 2011 Fall Festival, produced by Banks Enterprises, to be held in November of 2011.

**BACKGROUND:**

On September 1, 2011 the Board approved an allocation in the Fiscal Year 2012 Budget to Banks Enterprises to produce a two day event to be held in November of 2011. Monies must be expended to book the performers and reserve the venues prior to October 1, 2011, in order to meet the timeline for the event. This Recommendation will authorize reimbursements from the Fiscal Year 2012 Budget for expenses incurred in a prior Fiscal Year only for this event.

**BUDGETARY IMPACT:**

This recommendation will authorize reimbursements from the FY 2012 budget for expenses incurred in a prior fiscal year.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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

**AI-1429** County Administrator's Report Item #: 13. 3.  
**BCC Regular Meeting** Discussion  
**Meeting Date:** 09/15/2011  
**Issue:** Borrow Pits  
**From:** Commissioner Wilson B. Robertson, District 1  
**Organization:** Board of County Commissioners  
**CAO Approval:**

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**Information**

**RECOMMENDATION:**

**Recommendation Concerning Borrow Pits - Wilson B. Robertson, Commissioner, District 1**

That the Board take the following action concerning reconsidering prior action on borrows pits and direction to staff on enforcement of same:

- A. Reconsider the motion approved during the Board of County Commissioners' August 18, 2011, regular meeting that delayed any actions concerning the options in the PowerPoint presentation entitled "Borrow Pits" until after the court case has been settled on the (Orange Blossom Trail) pit that is under the "cease and desist" (Order issued by the Code Enforcement Special Magistrate on July 5, 2011, [C/W Item 5], as recommended by the Committee of the Whole (C/W) at the August 11, 2011, Committee of the Whole Workshop; and
- B. Direct County staff to cease enforcement of the permit requirements established within Chapter 42, Article VIII, of the Escambia County Code of Ordinances for existing borrow pits until the Board considers Amendments related to the grandfathering of borrow pits, or for 12 months, whichever occurs sooner, with the exception of any borrow pit that is subject to either a Court Order or a Code Enforcement Special Magistrate Order, as a result of a complaint, investigation, and hearing that occurred prior to the date of this Board action.

**BACKGROUND:**

At the August 18, 2011, Regular Board of County Commissioners' Meeting, a motion was made by Commissioner Robertson, seconded by Commissioner Valentino, and carried 3-1, with Commissioner Young absent and Commissioner Robinson voting "no," approving to delay any action concerning the options outlined in the PowerPoint Presentation, entitled, "Borrow Pits," until after the court case has been settled on the (Orange Blossom Trail) pit that is under the "cease and desist" (Order issued by the Code Enforcement Special Magistrate on July 5, 2011, [C/W Item 5]), as recommended by the C/W, at the August 11, 2011, C/W Workshop.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

08-18-2011 BCC Meeting Minutes - Borrow Pits

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

10. Continued...

B. Continued...

- (3) Approving to direct staff to find sources of additional funding and to "evaluate where funding is"; the current budget is \$817,492.10; early estimates of additional funding needed is \$3,500,000.00 to \$3,750, 000.00; and
- (4) Authorizing staff to initiate the Request for Proposals (RFP) process for the hiring of a design and engineering team;

C. See Below; and

D. Approving to request the Supervisor of Elections to place a Referendum question on the ballot for the 2012 Presidential Preference Primary concerning the Board of County Commissioners' Economic (*Development*) Ad Valorem Tax Exemption authority (*C/W Item 6*).



C. Borrow Pits ▶

Motion made by Commissioner Robertson, seconded by Commissioner Valentino, and carried 3-1, with Commissioner Young absent and Commissioner Robinson voting "no," approving to delay any action concerning the options outlined in the PowerPoint Presentation, entitled, "Borrow Pits," until after the court case has been settled on the (*Orange Blossom Trail*) pit that is under the "cease and desist" (*order issued by the Code Enforcement Special Magistrate on July 5, 2011 [C/W Item 5]*). as recommended by the C/W, at the August 11, 2011, C/W Workshop.