



AGENDA

COMMITTEE OF THE WHOLE WORKSHOP BOARD OF COUNTY COMMISSIONERS

Board Chambers
Suite 100
Escambia County Governmental Complex
221 Palafox Place

September 13, 2012
9:00 a.m.

Notice: This meeting is televised live on ECTV and recorded for rebroadcast on the same channel. Refer to your cable provider's channel lineup to find ECTV.

1. Call to Order

(PLEASE TURN YOUR CELL PHONE TO THE SILENCE OR OFF SETTING.)
2. Was the meeting properly advertised?
3. Escambia County Corrections Master Plan - Carter Goble Lee
(Stephen A. Carter - 30 min)
 - A. Board Discussion
 - B. Board Direction
4. RESTORE Act Settlement Funds
(Randy Oliver - 30 min)
 - A. Board Discussion
 - B. Board Direction
5. State and Federal Legislative Requests - (BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)
(Randy Oliver - 20 min)
 - A. Board Discussion
 - B. Board Direction
6. Turtle Lighting Ordinance - (BACKUP TO BE DISTRIBUTED UNDER SEPERATE COVER)
(Keith Wilkins - 15 min)
 - A. Board Discussion
 - B. Board Direction

7. Land Development Code Rewrite
(Lloyd Kerr - 30 Minutes)
 - A. Board Discussion
 - B. Board Direction

8. County Administrator's Contract
(Alison Rogers - 10 min)
 - A. Board Discussion
 - B. Board Direction

9. Adjourn

Committee of the Whole

3.

Meeting Date: 09/13/2012

Issue: Escambia County Corrections Master Plan

From: Joy D. Blackmon, P.E., Department Director

Information

Recommendation:

Escambia County Corrections Master Plan - Carter Goble Lee

(Stephen A. Carter - 30 min)

A. Board Discussion

B. Board Direction

Attachments

Executive Summary

Presentation



EXECUTIVE SUMMARY

Escambia County Corrections Master Plan

PREPARED FOR:

**Escambia County Sheriff's Office
Escambia County Board of Commissioners**

PREPARED BY:

 **Carter Goble Lee**

SPECIAL ADVISORS AND SUPPORT:

**Quina Grundhoefer Architects (QGA)
H.M. Yonge and Associates, Inc.
Jehle-Halstead Engineering
Clemons, Rutherford & Associates (CRA)**

September 13, 2012



INTRODUCTION

Similar to many counties, Escambia County experienced significant incarceration growth (32%) during the first five years of the 2000's even while the County's population increased by only 2.5%. However, in the mid-to-late 2000's, the incarcerated population began to decline (34% from 2005 through 2011). The total County population also experienced a decrease (1.5%) but nothing similar to the detained population. Many factors have impacted this historic reversal of trends over the past three decades and some will be addressed in this report as they provide a platform for defining future needs.

Planning is an on-going responsibility of government, and especially strategic capital needs planning since the time between defining a need and implementing a facility can be many years. Escambia County elected to plan strategically for future capital needs in the correctional system even as jail populations declined because of several factors, including: 1) the existing facilities are aging and the cost to upgrade these facilities to current operational standards could be significant; 2) during the "growth" decades, the condition of the Main Jail has deteriorated due to levels of crowding and several major storms; and 3) the uncertainty of State-initiated policies that could cause the jail population to return to the previous high levels.

The County requested a comprehensive assessment of incarceration needs between now and 2035, complete with incremental steps and associated costs. In the development of a strategic plan, various members of the criminal justice system provided valuable insight and review of the options to meet the projected needs. The information in this summary is based on the outcome of an extensive process to determine capital needs for correctional facilities in the future. While the plan addresses existing resources, the focus was not to develop additional alternatives to incarceration but to address the potential impact of existing programs on future capital needs. To this end, the plan represents a more holistic approach to satisfying future bedspace requirements.

BEDSPACE NEED

Although the number of residents does not directly correlate with the number incarcerated, this variable remains important. From 2000 to 2011, the County population increased by one percent from 295,000 to 298,000. Index crimes (the more serious) increased 8.8% while arrests grew by 2.0% during that time. Surprising to many, the jail admissions decreased by 7.4% as reported crime and arrests increased slightly as shown in the diagram below.

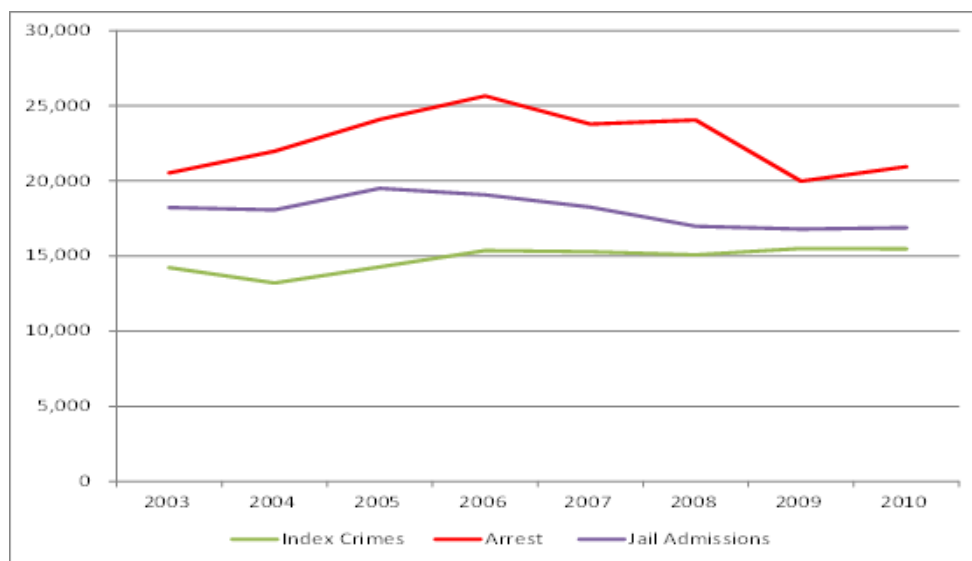


Figure ES-1 Trends in Crimes, Arrests, and Jail Admissions



Jail admissions are usually influenced by arrests which in turn are influenced by the number of law enforcement officers. One of the most significant findings has been that even while the number of sworn law enforcement officers declined by 7.5% in the City of Pensacola due to budget reductions, the crime rate did not increase. Therefore, the decline in jail admissions is likely more a factor of the approximately 230% increase in the use of summons or citations in lieu of arrest with fewer law enforcement officers on the streets.

Court filings also provide an indication of the performance of the criminal justice system. If criminal activity (crime and arrests) is up, the number of filings in the circuit and county criminal courts would usually also be up. From 2000 through 2009, the total criminal filings declined by 19.8% which again tracks the pattern of declining jail admissions.

Sometimes all influencing variables can be in decline and yet jail average daily population increase. This is attributable to the length of stay in custody. In Escambia County, since the mid-2000's the combination of declines in both jail admissions and the length of confinement yielded a dramatic drop in the average daily population (15.9%). The table below summarizes the key variables that will influence the forecast of future bedspace needs.

Table ES-1
Historical Trends of Key Forecasting Variables

Year	Average Daily Population	Admissions	Average Length of Stay	Escambia County Population
2006	1,939	19,067	37.1	306,243
2007	1,884	18,250	37.7	303,657
2008	1,810	16,978	38.9	302,939
2009	1,698	16,787	36.9	303,343
2010	1,631	16,882	35.3	297,619
% Change	-15.9%	-11.5%	-4.9%	-2.8%
Annual % Change	-1.6%	-1.1%	-0.5%	-0.3%

Even with these impressive accomplishments relative to reducing the jail population, Escambia County remains ranked in the top five in Florida for incarceration rate per population. The rate per 1,000 residents is 5.5 while Lake County with the same general population has an incarceration rate of 3.5/1,000, as does Polk County at nearly twice the general population as Escambia. Prior to embarking on any capital plan, the County should fully explore the factors that influence this very high rate of incarceration.

Using the data summarized above, 10 mathematical models were used and narrowed to four that were the most statistically viable. This approach provided a range of future average daily population ranging from 1,500 to 2,300. For planning purposes, the mid-range projection of 1,900 was used.

In forecasting bedspace needs, a factor should be included to account for peaking situations and differentials in classification. Using Escambia County data, for this analysis, a factor of nine percent was added to the mid-range average daily population projection yielding an estimate of the bedspace requirement.

Finally, the determination of future bedspace needs must take into account the number of existing beds that could remain a part of the system. The County operates four detention facilities either through the Sheriff's Office, the Corrections Bureau, or Community Corrections. Three definitions of existing capacity were used: 1) the original



design capacity; 2) the current operational capacity; and 3) a recommended adjustment to capacity to meet relevant standards. The following table provides an assessment of current capacity by these definitions.

Table ES-2
Capacity Definitions of Existing Facilities

Facility/Location	Existing Definition		Future
	Design Capacity	Operating Capacity	CGL Recommended
ECSCO Operated Facilities			
Main Jail (MJ)			
	779	881	581
Central Booking & Detention (CBD)			
	697	857	697
	1,476	1,738	1,278
County Operated Facilities			
Road Prison			
	180	236	236
Work Release Facility			
	280	280	280
	460	516	516
	1,936	2,254	1,794

Source: Carter Goble Lee; October 2011

In total, the County currently has 2,254 bedspaces (of which 77% are operated by the ECSCO) using the revised definition of capacity known as “operating capacity”. This capacity far exceeds the 2010 ADP of 1,631 and using the original design capacity of 1,794 bedspaces, the current ADP is approximately 90% of this number. However, either a combination of the conditions of existing facilities or projected growth in average daily population could impact the need for additional bedspaces in the future. The table that follows projects bedspace need to 2035.

Table ES-3
Projection of Future Bedspace Needs

Projected Beds Space Needed	2010	2015	2020	2025	2030	2035
Projected ADP (Recommended)	1,631	1,837	1,855	1,870	1,882	1,889
Peaking (4%)	65	73	74	75	75	76
Classification (5%)	82	92	93	94	94	94
Total Bedspace Need	1,778	2,002	2,022	2,038	2,051	2,059

The need for 2,059 bedspaces by 2035 was identified based on several projection models. A rationale was suggested to return the Main Jail and the CBD to their original design capacity (581 and 697 respectively) so that the useful life of these assets could be extended for at least another 20 years with improvements to the operating systems, doors, windows, and other components of the buildings. With minor investment and policy changes on inmate assignments, the Road Prison and Work Release Facility could meet their operating capacities (236 and 280 respectively). If accomplished, the County would have a total of 1,794 existing bedspaces available to meet the projected need of 2,059.



Under this assumption, the County would need only to add 265 new bedspaces to the current supply to satisfy the projected need. For master planning purposes, the National Institute of Corrections suggests that 85% of the “official” capacity should be available for use since on any given day since a percentage of the bedspaces will be under repair or unavailable for use due to operational reasons. Applying this factor to the 1,794 bedspace capacity recommended for the 4-facility Escambia County detention system, the plan for additional need should be based on a capacity figure of 1,525 (1,794 X 85%). This makes the shortfall **534** bedspaces by 2035.

EXISTING CONDITIONS

The County maintains the Main Jail, Central Booking and Detention Center (CBD), the Road Prison, and the Work Release Facility which in total exceeds 450,000 Square feet. All four facilities are well maintained. In system and structural terms, the CBD and the Work Release Facility are relatively new. The Road Prison is old but many systems and equipment have been replaced or upgraded in the last decade. The facility that represents the greatest need for substantial improvements is the Main Jail, which as the “flagship” of the system, has accommodated the largest percentage of inmates. Originally, the Main Jail was constructed in two phases: Phase I contains single cells that have been double-occupied since opening; and Phase II is based on dormitory housing.

Phase I of the Main Jail is in serious need of renovation and repairs to be an effective facility for the next decade or more. While the building appears to be in fair to good shape from the exterior, many issues related to moisture content in housing units and above the central control room will require attention if the building is to stay a vital and functional part of the bedspace capacity for more than a decade. Doors do not properly engage and locks are failing due to moisture in the air.

As shown in the table below, an assessment of the existing incarceration facilities by engineers, architects, and maintenance specialists identified a potential expenditure of \$34.0 million over the next decade to replace equipment and systems and make essential exterior and interior improvements so that the useful life could be extended another two-to-three decades. Of the \$34.0 million more than 90% would be required at the Main Jail.

Table ES-4
Estimate of Renovation Cost for Three Major Facilities

Facility	Square Feet	Construction Cost	Contingency Cost @ 25%	Total Cost
Main Jail	217,015			
Capital Expansion		\$ 24,733,368	\$ 6,183,342	\$ 30,916,710
Infrastructure Improvements		\$ 792,105	\$ 198,026	\$ 990,131
Total MJ Capital Improvements		\$ 25,525,473	\$ 6,381,368	\$ 31,906,841
			25-Year Debt Amortization	\$ 1,336,562
CBD Total Costs	167,855			
Capital Expansion		\$ 650,000	\$ 162,500	\$ 812,500
Infrastructure Improvements		\$ 515,315	\$ 128,829	\$ 644,144
Total CBD Capital Improvements		\$ 1,165,315	\$ 291,329	\$ 1,456,644
			5-Year Debt Amortization	\$ 331,811
Road Prison	36,520			
Capital Expansion		\$ 509,805	\$ 127,451	\$ 637,256
Total Road Prison Capital Improvements		\$ 509,805	\$ 127,451	\$ 637,256
			5-Year Debt Amortization	\$ 145,162
TOTAL COSTS for IMPROVEMENTS	421,390	\$ 27,200,593	\$ 6,800,148	\$ 34,000,741
			Annual Debt Amortization	\$ 1,813,535



Further analysis should be done to clarify the extent of the renovations, replacements, and repairs and the timing for such, but based on the items identified; the order of magnitude to prepare the three main facilities to be cost effective to operate for 20-30 more years is \$34.0 million. The Work Release Facility is relatively new and has been excluded from the analysis.

DEVELOPMENT APPROACH

The task of identifying options to meet the forecasted need for the 534 additional beds began with posing the question of whether these additional beds required construction or could be satisfied with non-incarceration options. The concern for public safety should be paramount in answering the question as to what forms of community control can satisfy this basic requirement for individuals that have criminal charges pending or have been sentenced by the court.

The number of persons admitted to jail is a function of arrests; pretrial release practices; time to dispose of judicial caseloads; and number of locally served sentences. Currently in Escambia County, arrests and criminal filings are declining while the length of confinement has remained high indicating the time to dispose of cases and pre-and post-trial release policies warrant review.

The Escambia County Sheriff’s Office (ECSO) has limited control over the number of persons admitted to the jail each day, and includes only the number of persons arrested by the ESCO. The ESCO also has virtually no control over how long arrestees remain incarcerated before adjudication. Jurisdiction over this critical factor rests with the judiciary (courts, State Attorney, and Public Defender).

Therefore, to estimate how many secure (incarceration) slots should be available to assure public safety and the guarantee that an accused defendant will be available for adjudication, the assessment process has to consider the probability of all components of the criminal justice system including non-incarceration sanctions to support public safety and court appearance goals.

Through interviews with the “managers” of the various components of the criminal justice system to determine criteria and attitudes for the use of non-incarceration sanctions, the current number of alternative programs and annual participants was identified through an analysis of the County budget and telephone interviews. Table ES-5 presents these estimates and converts the annual data to an estimate of the average daily participation rate in the existing non-incarceration alternatives based on estimated average times of participation in each program.

Table ES-5
Current Use of Community-Based Alternatives

Component	Annual Clients	Avg.Daily Clients	Rate/1000 Population
Community Supervision			
Community Confinement	683	168	0.57
Pretrial Release	10,377	1,706	5.73
Pretrial Diversion	3,195	525	10.74
Misdemeanor Probation	4,521	2,230	7.49
Check Restitution	2,808	923	3.10
Community Service Work	916	301	1.01
Estimated Total Community Supervision	22,500	5,853	19.67

Combined with the annual number of jail admissions in 2010, the County provided incarceration and/or community supervision for approximately 39,400 citizens (jail admissions = 16,900 and community supervision = 22,500). Calculated on a daily basis, 7,490 persons are either in jail or under some form of community supervision



for a criminal offense. This translates to a community control ratio (CCR) of 25.46/1,000. Stated another way, 21% of the County's citizens who are defendants in the criminal justice system are incarcerated.

As a part of the long range planning, extensive deliberations should be undertaken with the various criminal justice system agencies to determine if the target for community supervision should be a lower percentage of the total supervised population incarcerated. This initiative is best led by the Judiciary since the charging and sentencing responsibilities rest with this component of the criminal justice system.

As the County deliberates the appropriate mix of the methods for community control for criminal defendants and as a way of going forward with a strategic capital plan, a three stage process is recommended:

Stage 1: Balancing the System

The statutorily mandated Public Safety Coordinating Council was created to encourage the coordination of initiatives between criminal justice agencies and could provide evidence-informed reviews of a variety of alternative programs that are achievable and sustainable in Escambia County. The comprehensive system-balancing exercise should evaluate existing programs from a perspective of public safety, cost-benefit, and appropriateness to reduce the demand for incarceration.

A critical part of the capital plan is an assumption that the County will fully utilize existing physical resources before creating new bedspaces. To do so means adjusting current policies to make maximum use of the Road Prison and the Work Release Facility. Both are currently used at less than half of their capacity. To fully utilize these available resources changes in both policies and practices will be necessary. Doing so will demonstrate a commitment to balancing the system that will extend the reach towards even more options for more cost-effective management of the criminal justice system.

Regardless of the outcome of a system balancing initiative, the conditions of the Main Jail require immediate attention to the effects that several tropical storms and hurricanes; the age of doors, locks, and security equipment have exacerbated. Further delays in the funding of extensive repairs will only increase the high cost to staff and maintain the facility. At least \$12.0 million of the estimated \$34.0 million should be spent during Stage 1 to maintain a safe environment for staff and inmates.

This renovation of the Main Jail should begin during the 2012-2018 (Stage 1) timeframe. To maintain cost as low as possible for the initial repairs, the inmates should be relocated to another facility, allowing the contractors free access to all floors for repairs. To relocate inmates housed in Phase 1 of the Main Jail requires a major decision for the County will be whether to develop temporary housing for inmates that would best be relocated while repairs are undertaken. Two options are available. The first is to alter policies and practices (addressed above) to fully occupy the 350 vacant bedspaces at the Road Prison and the Work Release Facility. The second option would be to lease or purchase low cost pre-fabricated housing structures and relocate inmates temporarily in these units. This capital cost could range from zero to approximately \$3.0 million depending upon the use of the Road Prison and Work Release Facility or the use of constructed temporary housing.

Stage 2: Initial Construction of New Bedspaces

Stage 2 represents the first expenditure of capital funds to create new bedspaces. Assuming that the property west of the Main Jail is purchased in Stage 1, construction of the initial 256 beds of a new facility should be completed between 2018-2029. The central core of this new construction should be designed to accommodate the needs of 544 total new bedspaces (Stages 2 and 3) as well as support the requirements of the 294 inmates that will remain in Phase 2 of the Main Jail.



During the 2018-2029 timeframe, the County should continue to monitor the progress in maintaining a commitment to State 1 alternatives to incarceration and the changes in the average daily population of the system. Based upon these outcomes, the County should decide if Phase 1 of the Main Jail can be demolished and negate the need for spending additional funds to continue the renovation of the Main Jail.

Stage 3: Complete Construction of New Bedspaces

Ultimately, the need for the final 288 new bedspaces will be driven by four factors: 1) lack of success in fully utilizing all available bedspaces, 2) the closure of Main Jail Phase I beds due to conditions of confinement; 3) the inability to develop and sustain effective alternative programs, and 4) a return to the growth trends reflected in past years. Any one of these variables could require the need for additional bedspaces but a combination of all four could mean the need for more than 1,000 new bedspaces.

A measured approach to the implementation of Stage 3 would appear to be the only feasible approach since without a special bond referendum exclusively to fund additional jail needs, the County will have to wait until 2017 to understand the will of the citizens to fund additional jail construction.

Based on current projections, the County could require a second addition of 288 bedspaces by 2030.

IMPLEMENTATION PLAN

The FY 2011/2012 budget for the Main Jail, CBD, Road Prison (operated by the Corrections Bureau), and the Work Release (operated by Community Corrections) is \$34.7 million. Table ES-6 summarizes the current cost of the entire incarceration system in the County.

Table ES-6
Current Cost of Incarceration for Four Facilities

Facility or Component	Total Beds	Operating Cost	Average Daily Cost/Inmate
ECSCO Detention Operations			
Main Jail	881	\$ 16,534,347	\$ 51.42
CBD	697	\$ 16,120,656	\$ 63.37
Subtotal ECSCO Facilities	1,578	\$ 32,655,003	\$ 56.70
County Detention Operations			
Road Prison	236	\$ 3,111,695	\$ 36.12
Work Release Facility	280	\$ 640,314	\$ 6.27
Subtotal County-Operated Facilities	516	\$ 3,752,009	\$ 19.92
TOTAL DETENTION FACILITIES COST	2,094	\$ 36,407,012	\$ 47.63

In March 2011, Justice Concepts Incorporated¹ (JCI) completed a study of the Main Jail operations concluded that the Main Jail is understaffed by 95 staff, driven largely by the inefficient design in Phase I of the Main Jail. The recommendations of the JCI report were accepted by ECSCO as an important step in improving the safety for staff and inmates in the Main Jail.

Had the additional staff recommended by JCI been adopted by the Board of Commissioners based on the salaries and benefits reflected in the FY 2011/2012 budget, the annual operating cost of the Main Jail would be \$22.0 million as opposed to the current \$16.5 million. Also, if the full potential of the Work Release Facility is used (280

¹ Escambia County Jail Study Part 1: Operations Analysis and Part 2 Staffing Analysis; Justice Systems Incorporated; March 2011



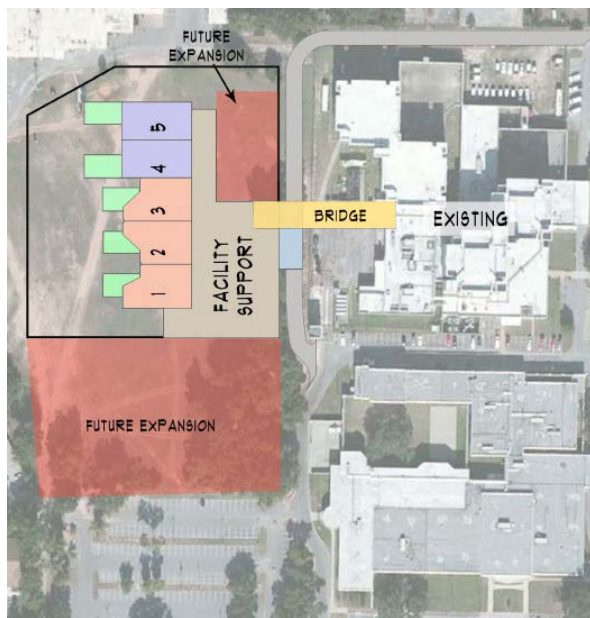
beds), the staffing and budget will have to increase by an estimated \$2.2 million. Therefore, combining the impact of increasing the Main Jail and the Work Release staffing, the entire cost of corrections today would be approximately \$44.1 million. This would provide safely operated 2,094 bedspaces, well in excess of current need and projected 2035 demand, but with the high cost of operating the staff-inefficient Phase I of the Main Jail.

During Stages 1 and 2, the County should reach a decision regarding the level of investment in the existing Main Jail to replace and improve systems. If the decision is made to invest most, or all, of the projected \$34.0 million, then returning the Main Jail to the level of crowding that is currently permitted would only place the Jail at risk again.

Therefore, during Stage 2 of the plan, the Main Jail population should be reduced to and remain at no more than 581 beds, the original design capacity. During Stage 2, the level of crowding at the dormitory-style CBD would be reduced to 697 from 857, making the facility safer and generating less wear on the systems and spaces.

Realistically, neither the Road Prison or the Work Release Facility are likely to achieve their full capacity of 516 beds during Stage 2, so the plan is based on assigning 275 qualified inmates (53% of total capacity) to these facilities.

Thus, the needs during Stage 2 are based on achieving a system operating at 1,553 beds in existing facilities (as opposed to the current 2,094) plus 250 participants in alternative programs. This approach would leave a shortfall of 256 beds which is the recommended first phase of new construction.



Following a successful sales tax referendum in 2017, construction on Phase I (256-beds) of a 544-bed addition to the Main Jail should commence. Various sites in the immediate vicinity of the existing Main Jail and CBD were evaluated. The privately owned site immediately west of the existing jail was found to be the most cost effective to provide a two-level housing solution and have room for a future expansion in Stage 3 if necessary.

This location would permit a bridge (or tunnel) connection to the Main Jail as well as space for the next stage of development to reach 544 beds as shown in the adjacent figure.

Figure ES-2
Phase I of an Expansion to the Main Jail

The initial construction would be for 256 beds, most of which would be double occupancy cells. With the CBD and Phase II of the Main Jail, the ECSO will have enough dormitory-styled beds. Additional single cells would be accommodated in the second phase of the new construction. Two special management units (single cells) of 32-beds each would be included in the 256 bed addition. These special units would be dedicated to mentally ill and segregation inmates.



Essentially, the core would be sized for a total population of 544 new beds with the exception of the lobby, arraignment court, and program services areas. These would be included in the second phase of the new construction. The total estimated square footage for the first 256 beds and support core is 82,656.

The cost estimate for the new addition is based on a two-level housing unit which should improve operational efficiencies as well as keep the profile of the new construction low compared relative to surrounding commercial buildings.

At the time of this report in 2012, construction prices remain significantly lower than five years ago mainly due to competition among sub-contractors and the scarcity of large projects. Using current unit costs and applying these against each of the recommended components of the 256-bed expansion, the construction cost is estimated to be \$27.2 million.

Construction costs are easier to estimate than the many other costs that should be included in a capital budget. For example, land purchase costs were based on the assessed value of the private property adjacent to the Main Jail. The "project costs" were divided into four categories: 1) site development; 2) FF&E; 3) Fees; and 4) contingencies. The total of these four categories is \$25.3 million. At this stage, this estimate should be considered preliminary.

An annual inflation factor of 3.5% annually was added to the base year (2012) total cost of \$52.2 million to estimate the actual cost in 2019 (mid-year of proposed construction). At this time, inflation is remaining relatively low although the cost of materials (especially those related to the transport of materials) has been rising. Annual debt service for Phase I would be \$4.5 million based on a 25 year debt retirement at 4.5%.

Most of the major policy decisions will have been reached by Stage 2 such that Stage 3 will be a continuation of the construction efforts that would have begun in Stage 2. Stage 3's main feature is the completion of the 544-bed addition to the Main Jail by constructing 288 additional beds and some of the support core such as a new public lobby as the entrance would be shifted away from the current location in Phase I of the Main Jail to the new 544-bed addition.

Additional program space and an arraignment courtroom would also be included in Stage 3. The adjacent figure illustrates the completion of the expansion.



Figure ES-3 Phase 2 Expansion

The estimated cost for the remaining 73,360 square feet of construction for the 288 beds is \$25.0 million. An additional \$18.6 million in project costs will bring the total Phase 2 cost to \$39.3 million, or an annual debt retirement of an additional \$4.8 million.

All of the bedspaces in Phase 2 of the 288-bed expansion would be single cells. At this stage, the County can make the decision regarding Phase I of the Main Jail. If this part of the Main Jail is to remain in operation, then additional approximately \$18.3 will need to be invested to complete all of the renovations not undertaken in Stage 1.



With the completion of Stage 3, the ECSO will have 1,535 bedspaces including the CBD and Phase II of the Main Jail. Any future expansion beyond 2035 could occur on the site currently occupied by Phase I of the Main Jail. Figure ES-6 illustrates the full 544-bed expansion to the Main Jail with the Phase I towers remaining, although the decision to keep the Phase I Main Jail tower should be driven by future operational and maintenance costs.



Figure ES-4 Completed 544-Bed Expansion to the Main Jail

A staged approach to strategic planning based on the current downturn in jail population means that the hard capital decisions may be able to be delayed for a while to see if the County can realign responsibilities for incarceration while implementing programs that would reduce the reliance on incarceration. Also, this time will provide an opportunity to see if this unusual period of a national decline in incarceration is sustainable as the economy recovers.

As a final step in the process, the critical data for the three stages has been developed which provides the County a long-range view of the staffing requirements and the level of capital and operating expenditures that will be required to manage a system of more than 2,000 defendants. One of the most significant aspects of the plan is the reliance in Stage 3 upon the full use of the Road Prison and the Work Release Facility as an integral part of the detention operations. While a shift to this full use could begin immediately, issues related to governance must be addressed between the County, the Courts, and the ECSO.

Table ES-7 presents a summary of each stage’s estimated expenditures as well as other key data.



Table ES-7
Summary of Key Data by Development Stages

Variable	Stage 1-System Balancing & Renovated MJ by 2017	Stage 2-256 Bed New Facility by 2029	Stage 3- Additional 288 Beds by 2035	3-Stage Totals
2035 Estimated Bedspace Need	2,059	2,059	2,059	2,059
Stage Bedspace Planning Target	2,010	2,050	2,059	2,059
Bedspace Needs and Daily Community-based Alternative Slots Needed				
Existing Main Jail Bedspaces by Stage End	581	581	294	294
CBD Bedspaces by Stage End	857	697	697	697
Road Prison Bedspaces by Stage End	150	150	236	236
Work Release Bedspaces by Stage End	125	125	280	280
New Bedspaces by Stage End	-	256	288	288
Total Available Bedspaces by Stage End	1,713	1,809	1,795	1,795
Community-based Alternative Slots	250	250	250	250
Total Bedspaces and Community Slots	1,963	2,059	2,045	2,045
Temporary Bedspaces Required	256	-	-	256
Unmet Bedspace Needs by Stage End	(47)	9	(14)	(14)
Capital Costs during Stage				
Existing Facilities Renovation	\$ 14,449,745	\$ -	\$ -	\$ 14,449,745
New + Temporary Construction Cost	\$ 2,895,815	\$ 66,759,087	\$ 70,619,976	\$ 140,274,878
Subtotal Capital Costs	\$ 17,345,560	\$ 66,759,087	\$ 70,619,976	\$ 154,724,623
Staffing				
ECSO Detention Staff	448	530	474	474
County Detention Staff	50	50	67	67
County Correctional Alternatives Staff	45	45	45	45
Subtotal 2021 Staffing	543	625	587	587
Cumulative Cost Allocation at Stage End				
Detention Operations	\$ 226,799,335	\$ 597,394,675	\$ 349,078,566	\$ 1,173,272,576
Debt Retirement	\$ -	\$ 49,523,847	\$ 55,588,263	\$ 105,112,110
Community-based Alternative Slots	\$ 15,259,589	\$ 35,754,259	\$ 20,337,875	\$ 71,351,723
Subtotal Cost Allocation at Stage End	\$ 242,058,925	\$ 682,672,781	\$ 425,004,704	\$ 1,349,736,409
Accumulated Expenditure Stage End	\$ 259,668,931	\$ 682,672,781	\$ 425,004,704	\$ 1,367,346,416
Average Annual Expenditure	\$ 43,278,155	\$ 56,889,398	\$ 70,834,117	\$ 56,972,767

The County currently expends approximately \$38.5 million annually for the operation of the correctional system. No capital debt is included in this amount. If the master plan was implemented exactly as described in this document, accounting for inflation, that number would increase to an average of \$57 million per year over the next 23 years.

Even with a recommended expenditure of approximately \$155 million in capital projects (with inflation), this represents slightly more than 10% of the cumulative cost to operate the facilities and alternative programs. While this plan urges a greater emphasis on developing alternatives to incarceration and increases the average daily participation rate to 250 clients, the total expenditure for the alternative programs is only 6.1% of the cost to incarcerate.



IMPLEMENTATION STRATEGY

This entire master plan is based on a measured approach to spending scarce resources on the creation of new bedspaces until a thorough assessment can be made of the feasibility of implementing a more comprehensive set of alternatives that would be acceptable to the criminal justice system and the community-at-large. The plan also allows time to determine if the current downturn in incarceration will be sustainable over an extended period of time. However, the plan urges the County to protect the current investment in the Main Jail by making essential improvements that will extend the safety and the life of the facility for a decade or more to come. Plans have a very short “shelf-life” and are often valid only for the first milestone, after which another approach is often taken. Like most, this plan requires a series of milestone “events”, but rather than list 23 years’ worth of decision points, key action items over the next several months are enumerated.

1. Either through the Public Safety Coordinating Council or a group appointed by the Board of Commissioners, a study of the reasons for Escambia County’s high incarceration rate and an evaluation of opportunities to reduce reliance on incarceration should begin immediately. Ideally, this committee would be inclusive of the component managers of the criminal justice system and chaired by a respected lay member of the community-at-large. This committee should report back to the Board and the Public Safety Coordinating Council as soon as possible on the feasibility of a comprehensive strategy to reduce the reliance on incarceration.
2. Detailed plans should be developed for the renovation of Phase I of the Main Jail with particular attention to verifying the items identified in this report as essential to the continued safe operation of the Jail for at least another 10 years, and perhaps longer. These plans should be completed in time for construction to commence in 2013 and be completed by 2015, or sooner.
3. Begin immediately to evaluate temporary housing options so that the inmates occupying Phase I of the Main Jail can be safely assigned to a temporary facility during the renovation effort. Plans for the temporary housing should be solidified by early 2013 in order for renovation to begin in mid-2013. This could be accomplished by staging the construction of the 256-bed expansion of the Main Jail at the proposed new site to first include housing units and follow that with the proposed support core.
4. Initiate comprehensive discussions on the future management of the detention component of the criminal justice system and determine if the three-department (ECISO, Bureau of Corrections, Community Corrections) approach currently in place remains the most efficient option. Report back to the Board of Commissioners by early 2013 the results of these discussions.
5. Based on the results of Items 1-4, begin to formulate a public information strategy that will inform the citizens of the County the measures that are being undertaken to assure public safety while managing the resources of the County more efficiently. Information developed for the public awareness program can become an integral part of the sales tax referendum campaign in 2017.

Within these five action items are many more detail tasks that require attention. This is the case with any strategic plan. Completion of one task can also lead to the need for new tasks to be initiated. This study concludes the recording of an approach that should yield a more efficient correctional system, but with full recognition that many factors unknown at this time may alter priorities as well as the direction but that the real value is continuing to try to anticipate how to respond to the known and unknown variables that the County will face over the next 23 years.



FINAL REPORT

Escambia County Corrections Master Plan

PRESENTED TO:

**Escambia County Sheriff's Office
Escambia County Board of Commissioners**

PRESENTED BY:

Carter Goble Lee

SPECIAL ADVISORS AND SUPPORT:

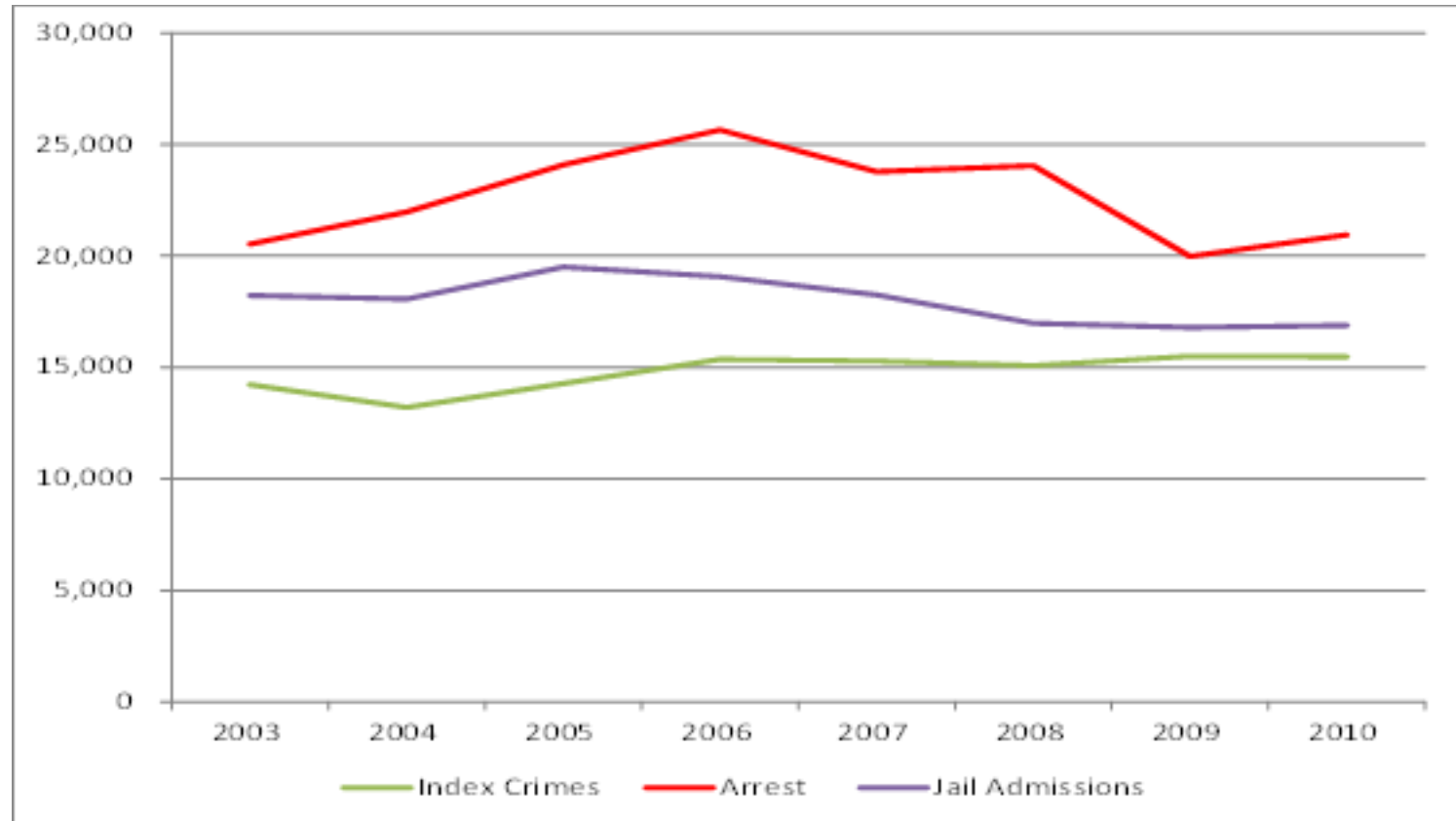
**Quina Grundhoefer Architects (QGA)
H.M. Yonge and Associates, Inc.
Jehle-Halstead Engineering
Clemons, Rutherford & Associates (CRA)**

September 13, 2012

Study Tasks

1. Organize County-provided historical data from law enforcement, detention, and the judiciary.
2. Review operational guidelines and preferences.
3. Conduct physical plant assessment of existing correctional facilities.
4. Project inmate population for 23 years (2012 – 2035).
5. Prepare general space requirements.
6. Evaluate suitable sites for expansion.
7. Prepare site development options.
8. Prepare comparative project cost estimates for all options.
9. Assist in the development of implementation strategy.
10. Present findings to Board of County Commissioners.

Trends in Crimes, Arrests, and Jail Admissions



Historical Trends in Key Forecasting Variables

Year	Average Daily Population	Admissions	Average Length of Stay	Escambia County Population
2006	1,939	19,067	37.1	306,243
2007	1,884	18,250	37.7	303,657
2008	1,810	16,978	38.9	302,939
2009	1,698	16,787	36.9	303,343
2010	1,631	16,882	35.3	297,619
% Change	-15.9%	-11.5%	-4.9%	-2.8%
Annual % Change	-1.6%	-1.1%	-0.5%	-0.3%

Comparison of Incarceration Rates

County	Current County Population	2009 Per Capita Income	2010 ADP	Incarceration Rate/1000
Alachua	247,336	\$ 35,573	1,000	4.04
Brevard	543,376	\$ 37,454	1,600	2.94
Collier	321,520	\$ 60,049	900	2.80
Escambia	297,619	\$ 34,133	1,600	5.38
Lake	297,052	\$ 30,785	1,100	3.70
Leon	275,487	\$ 36,148	1,000	3.63
Manatee	322,833	\$ 39,650	1,100	3.41
St. Lucie	277,789	\$ 29,526	1,200	4.32
Volusia	494,593	\$ 32,255	1,350	2.73

Source: Florida Bureau of Economic and Business Research, Carter Goble Lee. June

Capacity Definitions of Existing Facilities

Facility/Location	Existing Definition		
	Design Capacity	Operating Capacity	CGL Recommended
ECSO Operated Facilities			
Main Jail (MJ)			
	779	881	581
Central Booking & Detention (CBD)			
	697	857	697
	1,476	1,738	1,278
County Operated Facilities			
Road Prison			
	180	236	236
Work Release Facility			
	280	280	280
	460	516	516
	1,936	2,254	1,794
Source: Carter Goble Lee; October 2011			

Projection of Future Bedspace Needs

Projected Beds Space Needed	2010	2015	2020	2025	2030	2035
Projected ADP (Recommended)	1,631	1,837	1,855	1,870	1,882	1,889
Peaking (4%)	65	73	74	75	75	76
Classification (5%)	82	92	93	94	94	94
Total Bedspace Need	1,778	2,002	2,022	2,038	2,051	2,059

Current Use of Community-Based Alternatives

Component	Annual Clients	Avg.Daily Clients	Rate/1000 Population
Community Supervision			
Community Confinement	683	168	0.57
Pretrial Release	10,377	1,706	5.73
Pretrial Diversion	3,195	525	10.74
Misdemeanor Probation	4,521	2,230	7.49
Check Restitution	2,808	923	3.10
Community Service Work	916	301	1.01
Estimated Total Community Supervision	22,500	5,853	19.67

Current Cost of Incarceration for Four Facilities

Facility or Component	Total Beds	Operating Cost	Average Daily Cost/Inmate
ECSO Detention Operations			
Main Jail	881	\$ 16,534,347	\$ 51.42
CBD	697	\$ 16,120,656	\$ 63.37
Subtotal ECSO Facilities	1,578	\$ 32,655,003	\$ 56.70
County Detention Operations			
Road Prison	236	\$ 3,111,695	\$ 36.12
Work Release Facility	280	\$ 640,314	\$ 6.27
Subtotal County-Operated Facilities	516	\$ 3,752,009	\$ 19.92
TOTAL DETENTION FACILITIES COST	2,094	\$ 36,407,012	\$ 47.63

Stage 1 Implementation: 2012 - 2017

Stage 1: Balance the System

Stage 1 Implementation: 2012 - 2017

Component	Current		Proposed	
	Staff	Annual Clients	Staff	Annual Clients
Community Supervision				
Community Confinement	2	683	3	772
Pretrial Release	7	10,377	8	11,726
Pretrial Diversion	4	3,195	5	3,610
Misdemeanor Probation	21	4,521	24	5,109
Check Restitution	3	2,808	4	3,173
Community Service Work	1	916	1	916
Total Community Supervision Staffing	38	22,500	44	25,306

Estimated Renovation Cost for Stage 1-Main Jail

Major Renovation Items	Unit Area or Quantity	Unit Cost	SF or Units	Reno/Constr Cost SF/LF/UP	Constr. Contingency 25%	Estimated Total Cost
MAIN JAIL						
Phase 1 Construction						
EXTERIOR						
Exterior Repair and Waterproofing (SF)						
Southern Exposure	16,862	\$ 11.75	SF	\$ 198,129	\$ 49,532	\$ 247,661
Northern Exposure	10,962	\$ 4.22	SF	\$ 46,260	\$ 11,565	\$ 57,825
Eastern Exposure	14,227	\$ 6.96	SF	\$ 99,020	\$ 24,755	\$ 123,775
Western Exposure	13,785	\$ 6.96	SF	\$ 95,944	\$ 23,986	\$ 119,930
Other (Penthouse and Parapets)	7,307	\$ 6.96	SF	\$ 50,857	\$ 12,714	\$ 63,571
Window/Glazing Replacement						
Southern Exposure	60	\$ 1,540	UP	\$ 92,400	\$ 23,100	\$ 115,500
Northern Exposure	60	\$ 1,540	UP	\$ 92,400	\$ 23,100	\$ 115,500
Eastern Exposure	66	\$ 1,540	UP	\$ 101,640	\$ 25,410	\$ 127,050
Western Exposure	68	\$ 1,540	UP	\$ 104,720	\$ 26,180	\$ 130,900
Other (Grills, Doors & Scuppers)	79	\$ 950	UP	\$ 75,050	\$ 18,763	\$ 93,813
Estimated Exterior Renovation Cost for Phase 1 Main Jail				\$ 956,418	\$ 239,105	\$ 1,195,523

Estimated Renovation Cost for Stage 1-Main Jail

Major Renovation Items	Unit Area or Quantity	Unit Cost	SF or Units	Reno/Constr Cost SF/LF/UP	Constr. Contingency 25%	Estimated Total Cost
MAIN JAIL						
Phase 1 Construction						
INTERIOR						
Plumbing Improvements						
Cell Chase	120	\$ 3,750	UP	\$ 450,000	\$ 112,500	\$ 562,500
Showers	28	\$ 12,250	LS	\$ 343,000	\$ 85,750	\$ 428,750
Overhead Routing (Control Room)	1	\$ 125,000	LS	\$ 125,000	\$ 31,250	\$ 156,250
Locking Hardware						
Sallyport Doorway (Intercom and Camera)	32	\$ 12,500	UP	\$ 400,000	\$ 100,000	\$ 500,000
Corridor Slider (Intercom and Camera)	20	\$ 11,500	UP	\$ 230,000	\$ 57,500	\$ 287,500
Pod Tier Door (Intercom & Camera)	25	\$ 11,500	UP	\$ 287,500	\$ 71,875	\$ 359,375
Cell Door Slider (Intercom & Cell Electronics)	240	\$ 11,000	UP	\$ 2,640,000	\$ 660,000	\$ 3,300,000
Cell Door Swing (Intercom and Cell Electronics)	24	\$ 6,500	UP	\$ 156,000	\$ 39,000	\$ 195,000
Security Door Other (Swing)	75	\$ 5,500	UP	\$ 412,500	\$ 103,125	\$ 515,625
Misc. Other Upgrades to Interior Finishes	220,000	\$ 65.77	UP	\$ 14,469,400	\$ 3,617,350	\$ 18,086,750
Food Services Expansion	1	\$ -	UP	\$ 250,000	\$ 62,500	\$ 312,500
Misc Electronic Security Upgrade & CCTV	220,000	\$ 14.55	SF	\$ 3,201,000	\$ 800,250	\$ 4,001,250
Control Room Upgrade	1	\$ 375,000	UP	\$ 375,000	\$ 93,750	\$ 468,750
Estimated Interior Renovation Cost for Phase 1 Main Jail				\$ 8,714,000	\$ 2,178,500	\$ 10,892,500
SUBTOTAL PHASE 1 MAIN JAIL				\$ 9,670,418	\$ 2,417,605	\$ 12,088,023

Estimated Renovation Cost for Three Major Facilities

Facility	Square Feet	Construction Cost	Contingency Cost @ 25%	Total Cost
Main Jail	217,015			
Capital Expansion		\$ 24,733,368	\$ 6,183,342	\$ 30,916,710
Infrastructure Improvements		\$ 792,105	\$ 198,026	\$ 990,131
Total MJ Capital Improvements		\$ 25,525,473	\$ 6,381,368	\$ 31,906,841
			25-Year Debt Amortization	\$ 1,336,562
CBD Total Costs	167,855			
Capital Expansion		\$ 650,000	\$ 162,500	\$ 812,500
Infrastructure Improvements		\$ 515,315	\$ 128,829	\$ 644,144
Total CBD Capital Improvements		\$ 1,165,315	\$ 291,329	\$ 1,456,644
			5-Year Debt Amortization	\$ 331,811
Road Prison	36,520			
Capital Expansion		\$ 509,805	\$ 127,451	\$ 637,256
Total Road Prison Capital Improvements		\$ 509,805	\$ 127,451	\$ 637,256
			5-Year Debt Amortization	\$ 145,162
TOTAL COSTS for IMPROVEMENTS	421,390	\$ 27,200,593	\$ 6,800,148	\$ 34,000,741
			Annual Debt Amortization	\$ 1,813,535

Stage 1 Implementation: 2018 - 2029

Stage 2: Initial 256 New Beds

Aerial View of Existing and Proposed Site



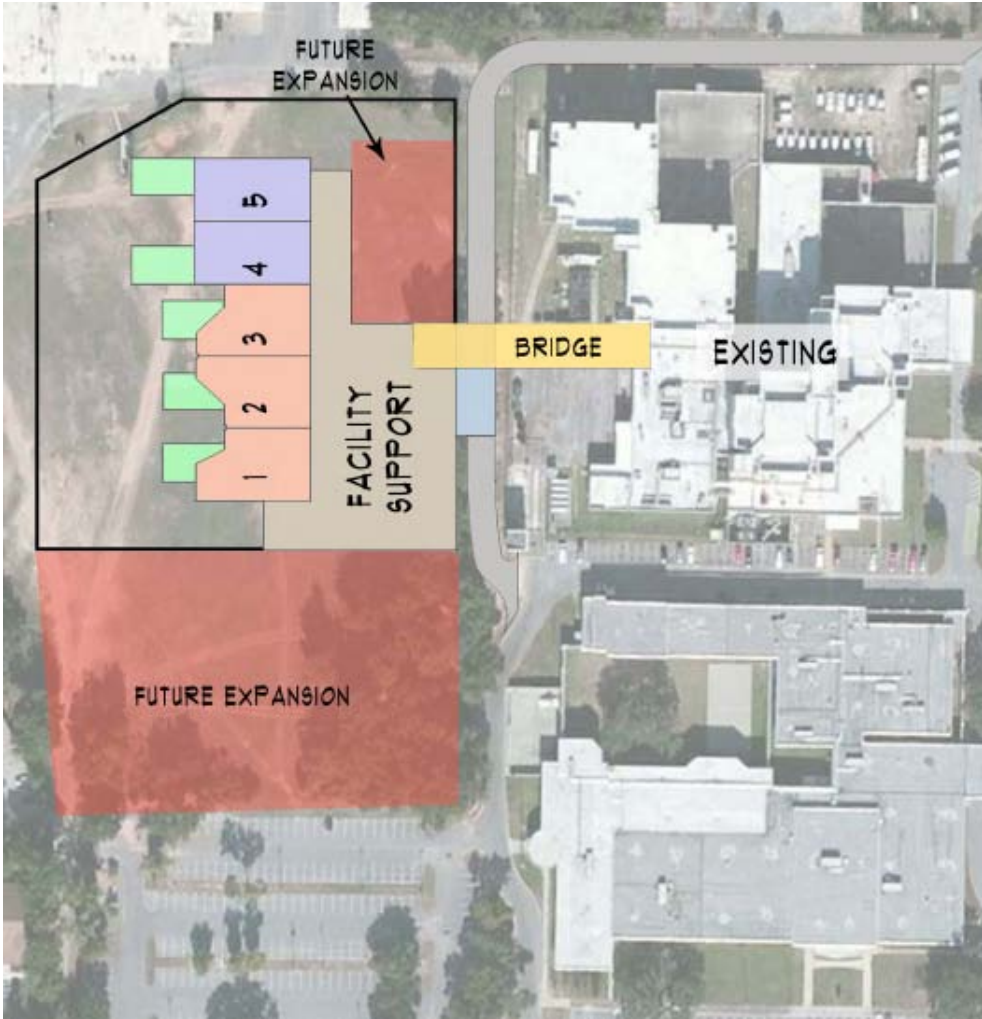
Projected Cost of Phase I Construction – Stage 2

Space Desig.	Component		Sq. Ft./ Inmate	Total Square Feet	Cost / SF	Total Construction Cost
	Number of New Beds for Sizing Core		256	288		
1.000	FACILITY ADMINISTRATION & COURTROOM		4.0	2,176	\$ 338	\$ 734,400
1.100	Public Lobby, Visitor Processing		-	-	\$ 250	\$ -
1.200	Courts Area (Arraignment courtroom)		-	-	\$ 275	\$ -
1.300	Facility Administration		4.0	2,176	\$ 225	\$ 489,600
1.400	Security Administration		1.5	816	\$ 300	\$ 244,800
2.000	SECURITY SERVICES		15.0	8,160	\$ 325	\$ 2,652,000
2.100	Intake and Release Processing		15.0	8,160	\$ 325	\$ 2,652,000
3.000	PROGRAM SERVICES		2.5	1,360	\$ 225	\$ 306,000
3.100	Counseling and Multi-Purpose Rooms		2.5	1,360	\$ 225	\$ 306,000
3.200	Academic Education		-	-	\$ 225	\$ -
3.300	Religious Services		-	-	\$ 225	\$ -
4.000	INMATE SERVICES		4.0	1,024	\$ 259	\$ 265,600
4.100	Inmate Visitation		2.5	640	\$ 250	\$ 160,000
4.200	Laundry		1.5	384	\$ 275	\$ 105,600
5.000	MEDICAL SERVICES		9.0	4,896	\$ 296	\$ 1,448,400
5.100	Clinical Area		3.5	1,904	\$ 250	\$ 476,000
5.200	Infirmary		5.5	2,992	\$ 325	\$ 972,400
6.000	FOOD SERVICES		15.0	8,160	\$ 243	\$ 1,980,160
6.100	Food Preparation Area		10.0	5,440	\$ 270	\$ 1,468,800
6.200	Staff Dining Area		2.0	1,088	\$ 200	\$ 217,600
6.300	Receiving and Processing Area		3.0	1,632	\$ 180	\$ 293,760
7.000	FACILITY MAINTENANCE, MECHANICAL, & WAREHOUSE		12.5	6,800	\$ 222	\$ 1,509,600
7.100	Maintenance Shops		2.5	1,360	\$ 180	\$ 244,800
7.200	Mechanical Room		7.5	4,080	\$ 250	\$ 1,020,000
7.300	Institutional Storage		2.5	1,360	\$ 180	\$ 244,800
	TOTAL SUPPORT CORE		84.8	24,416	\$ 364	\$ 8,896,160

Projected Cost of Phase I Construction – Stage 2

Space Desig.	Component		Sq. Ft./ Inmate	Total Square Feet	Cost / SF	Total Construction Cost	
8.000	INMATE HOUSING		%	227.5	58,240	\$ 314	\$ 18,272,000
8.100	Special Management-Segregation	32	13%	250.0	8,000	\$ 350	\$ 2,800,000
8.200	Special Management-Mental Health	32	13%	250.0	8,000	\$ 350	\$ 2,800,000
8.300	Double Cells (3 Units X 32 X 2)	192	75%	220.0	42,240	\$ 300	\$ 12,672,000
TOTAL ESTIMATED CONSTRUCTION COSTS		256		312.3	82,656	\$ 329	\$ 27,168,160
PROJECT COSTS							
SITE DEVELOPMENT COSTS							
	Site Acquisition Cost (12 acres @ \$50,000/acre)						\$ 600,000
	Outdoor Recreation Courtyards (5 Courtyards @ 800 SF/yard X \$175/SF)						\$ 700,000
	Site Preparation (12 acres X \$50,000/acre)						\$ 600,000
	Site Parking (50 cars @ \$1,800/space)						\$ 90,000
	Landscaping						\$ 150,000
Subtotal Site Development Costs						\$ 2,140,000	
FIXTURES, FURNISHINGS & EQUIPMENT and SPECIALTIES							
	FF&E @ 6.5% Construction						\$ 1,765,930
	Security Electronics and Telecommunication Equipment @ 7.5% Construction						\$ 2,037,612
	Kitchen Equipment @ 25% of Kitchen Construction Cost						\$ 495,040
	Computer Equipment Costs @ 1.5% of Construction						\$ 407,522
Subtotal Fixtures, Furnishings & Equipment and Specialties Costs						\$ 4,706,105	
PROJECT FEES							
	Architectural, Eng., Spec. Consulting Fees @ 8.5% of Const., Site., FF&E (544 Beds)						\$ 5,652,429
	Program Management @ 3.5% of Total Construction/FF&E						\$ 1,190,499
	GCCM Premium @ 5.0% of Construction Costs						\$ 1,358,408
	Legal, Testing, Permitting, Design Review Fees @ 1.0% of Construction						\$ 271,682
Subtotal Project Fees						\$ 8,473,018	
PROJECT CONTINGENCIES							
	Design Contingency @ 15% of Estimated Design Fees						\$ 847,864
	Construction Contingency @ 15% of Construction and Site Development Costs						\$ 4,396,224
	LEED Contingency @ 2% of All Costs						\$ 680,285
	Estimating Contingency @ 10% of All Costs						\$ 3,401,426
	Project Cost Contingency @ 25% of Project Fees and FF&E Costs						\$ 658,956
Subtotal Project Contingencies						\$ 9,984,756	
TOTAL PROJECT COSTS						\$ 25,303,879	
TOTAL ESTIMATED COSTS						\$ 52,472,039	

Phase 1 Expansion to the Main Jail – Stage 2



Phase 1 Expansion to the Main Jail – Stage 2



Stage 3 Implementation: 2030 - 2035

Stage 3: Additional 288 New Beds

Projected Cost of Phase II Construction – Stage 3

Space Desig.	Component		Sq.Ft./	Total	Cost / SF	Total Construction Cost
			Inmate	Square Feet		
		Phase 1	Phase 2			
	Number of New Beds	256	288			
1.000	FACILITY ADMINISTRATION & COURTROOM		4.5	2,448	\$ 264	\$ 646,000
1.100	Public Lobby, Visitor Processing		2.0	1,088	\$ 250	\$ 272,000
1.200	Courts Area (Arraignment courtroom and support space)		2.5	1,360	\$ 275	\$ 374,000
1.300	Facility Administration		-	-	\$ 225	\$ -
1.400	Security Administration		-	-	\$ 300	\$ -
2.000	SECURITY SERVICES		-	-		\$ -
2.100	Intake and Release Processing		-	-	\$ 325	\$ -
2.000	PROGRAM SERVICES		7.0	4,032		\$ 907,200
2.100	Counseling and Multi-Purpose Rooms		-	-	\$ 225	\$ -
2.200	Academic Education		5.0	2,880	\$ 225	\$ 648,000
2.300	Religious Services		2.0	1,152	\$ 225	\$ 259,200
3.000	INMATE SERVICES		-	-		\$ -
3.100	Inmate Visitation		-	-	\$ 225	\$ -
3.200	Laundry		-	-	\$ 248	\$ -
4.000	MEDICAL SERVICES		-	-		\$ -
4.100	Clinical Area		-	-	\$ 225	\$ -
4.200	Infirmery		-	-	\$ 325	\$ -
6.000	FOOD SERVICES		-	-		\$ -
6.100	Food Preparation Area		-	-	\$ 270	\$ -
6.200	Staff Dining Area		-	-	\$ 203	\$ -
6.300	Receiving and Processing Area		-	-	\$ 180	\$ -
7.000	FACILITY MAINTENANCE, MECHANICAL, & WAREHOUSE		-	-		\$ -
7.100	Maintenance Shops		-	-	\$ 180	\$ -
7.200	Mechanical Room		-	-	\$ 248	\$ -
7.300	Institutional Storage		-	-	\$ 180	\$ -
	TOTAL SUPPORT CORE		25.3	6,480		\$ 1,553,200

Projected Cost of Phase II Construction – Stage 3

Space Desig.	Component			Sq.Ft./ Inmate	Total Square Feet	Cost / SF	Total Construction Cost	
8.000	INMATE HOUSING			%	261.3	66,880	\$ 23,408,000	
8.100	Special Management-Medical/Mentally III	32	11%	250.0	8,000	\$ 350	\$ 2,800,000	
8.200	Single Cells (4 Units X 64 X 1)	256	89%	230.0	58,880	\$ 350	\$ 20,608,000	
TOTAL ESTIMATED CONSTRUCTION COSTS		288	100%	286.6	73,360	\$ 340	\$ 24,961,200	
PROJECT COSTS								
SITE DEVELOPMENT COSTS								
	Site Demolition and Preparation (Phase I-129,272 SF X \$21/SF)							\$ 2,714,712
	Outdoor Recreation Courtyards (5 Courtyards @ 800 SF/yd X \$175/SF)							\$ 700,000
	Site Parking (50 cars @ \$1,800/space)							\$ 90,000
	Landscaping							\$ 150,000
Subtotal Site Development Costs							\$ 3,654,712	
FIXTURES, FURNISHINGS & EQUIPMENT and SPECIALTIES								
	FF&E @ 6.5% Construction							\$ 1,622,478
	Security Electronics and Telecommunication Equipment @ 7.5% Construction							\$ 1,872,090
	Kitchen Equipment @ 25% of Kitchen Construction Cost							\$ -
	Computer Equipment Costs @ 1.5% of Construction							\$ 374,418
Subtotal Fixtures, Furnishings & Equipment and Specialties Costs							\$ 3,868,986	
PROJECT FEES								
	Architectural, Engineering, Specialty Consulting Fees @ 1.5% of Const., Site, FF&E							\$ 487,273
	Program Management @ 3.5% of Total Construction/FF&E							\$ 1,136,971
	GCCM Premium @ 2.5% of Construction Costs							\$ 624,030
	Legal, Testing, Permitting, Design Review Fees @ 1.0% of Construction							\$ 249,612
Subtotal Project Fees							\$ 2,497,887	
PROJECT CONTINGENCIES								
	Design Contingency @ 15% of Estimated Design Fees							\$ 73,091
	Construction Contingency @ 15% of Construction and Site Development Costs							\$ 4,292,387
	LEED Contingency @ 2% of All Costs							\$ 649,698
	Estimating Contingency @ 10% of All Costs							\$ 3,248,490
	Project Cost Contingency @ 25% of Project Fees and FF&E Costs							\$ 318,344
Subtotal Project Contingencies							\$ 8,582,009	
TOTAL PROJECT COSTS							\$ 18,603,594	
TOTAL ESTIMATED COSTS							\$ 39,349,718	

Phase 2 Expansion to the Main Jail – Stage 3



Completed 544-Bed Expansion to the Main Jail



Summary of Key Data by Development Stages

Variable	Stage 1-System Balancing & Renovated MJ by 2017	Stage 2-256 Bed New Facility by 2029	Stage 3- Additional 288 Beds by 2035	3-Stage Totals
2035 Estimated Bedspace Need	2,059	2,059	2,059	2,059
Stage Bedspace Planning Target	2,010	2,050	2,059	2,059
Bedspace Needs and Daily Community-based Alternative Slots Needed				
Existing Main Jail Bedspaces by Stage End	581	581	294	294
CBD Bedspaces by Stage End	857	697	697	697
Road Prison Bedspaces by Stage End	150	150	236	236
Work Release Bedspaces by Stage End	125	125	280	280
New Bedspaces by Stage End	-	256	288	288
Total Available Bedspaces by Stage End	1,713	1,809	1,795	1,795
Community-based Alternative Slots	250	250	250	250
Total Bedspaces and Community Slots	1,963	2,059	2,045	2,045
Temporary Bedspaces Required	256	-	-	256
Unmet Bedspace Needs by Stage End	(47)	9	(14)	(14)
Capital Costs during Stage				
Existing Facilities Renovation	\$ 14,449,745	\$ -	\$ -	\$ 14,449,745
New + Temporary Construction Cost	\$ 2,895,815	\$ 66,759,087	\$ 70,619,976	\$ 140,274,878
Subtotal Capital Costs	\$ 17,345,560	\$ 66,759,087	\$ 70,619,976	\$ 154,724,623
Staffing				
ECSO Detention Staff	448	530	474	474
County Detention Staff	50	50	67	67
County Correctional Alternatives Staff	45	45	45	45
Subtotal 2021 Staffing	543	625	587	587
Cumulative Cost Allocation at Stage End				
Detention Operations	\$ 226,799,335	\$ 597,394,675	\$ 349,078,566	\$ 1,173,272,576
Debt Retirement	\$ -	\$ 49,523,847	\$ 55,588,263	\$ 105,112,110
Community-based Alternative Slots	\$ 15,259,589	\$ 35,754,259	\$ 20,337,875	\$ 71,351,723
Subtotal Cost Allocation at Stage End	\$ 242,058,925	\$ 682,672,781	\$ 425,004,704	\$ 1,349,736,409
Accumulated Expenditure Stage End	\$ 259,668,931	\$ 682,672,781	\$ 425,004,704	\$ 1,367,346,416
Average Annual Expenditure	\$ 43,278,155	\$ 56,889,398	\$ 70,834,117	\$ 56,972,767

Implementation Strategy

1. Utilize the PSCC to research and identify methods to reduce the County's historical reliance on incarceration through the expansion of existing alternative programs. Report findings to PSCC by end of 2012.
2. Prepare detailed plans for the renovation of key items in Phase I of the Main Jail.
3. Identify temporary housing options to re-locate Phase I inmates during renovation of the Main Jail.
4. Evaluate management options to achieve a better use of existing bedspaces in all four facilities. Report findings to Board of Commissioners by end of 2012.
5. Begin in 2013 to formulate a public information strategy that will become a part of the 2017 Local Option Sales Tax referendum campaign.



Carter Goble Lee

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Columbia, SC 29201

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Committee of the Whole

4.

Meeting Date: 09/13/2012

Issue: RESTORE Act Settlement Funds

From: Charles R. (Randy) Oliver, County Administrator

Information

Recommendation:

RESTORE Act Settlement Funds

(Randy Oliver - 30 min)

A. Board Discussion

B. Board Direction

Attachments

Restore Advisory Committee Composition



RESTORE Advisory Committee

COMMITTEE COMPOSITION

The Committee operates in the sunshine.

Size of committee: 7 or 9 members.

Population of the City of Pensacola is 17.45% of the total County population.

(51,923/297,619)

$1/7 = 14.29\%$

$2/9 = 22.22\%$

Three Commission districts represent parts of the City of Pensacola

ELIGIBILITY

- Must be a resident of Escambia County.
- Must not be employed by or a member of the Board of any organization that requests funding or will be making recommendations to the Committee. Being a member of an organization does not exclude selection to the Committee.
- Ten (10) years experience in skill or talent position for members 1–5.

SKILLS/TALENTS OF COMMITTEE MEMBERS

(7 MEMBERS)

1. Finance (Economist, Banker, Accountant or Financial Planner)
2. Business Leader
3. Transportation - (all types)
4. Planner
5. Individual with complex governmental experience
6. Representative selected by the Pensacola Mayor and City Council
7. Environmental (selected by unanimous agreement of environmental groups)

SKILLS/TALENTS OF COMMITTEE MEMBERS

(9 MEMBERS)

1. Finance (Economist, Banker, Accountant or Financial Planner)
2. Business Leader
3. Transportation - (all types)
4. Planner
5. Individual with complex governmental experience
6. Business Leader
7. Representative selected by the Pensacola Mayor and City Council
8. Representative selected by the Pensacola Mayor and City Council
9. Environmental (selected by unanimous agreement of environmental groups)

SUGGESTED ENVIRONMENTAL GROUPS

- 350Pensacola, Audubon Society
 - Bayou Chico Association
 - Bayou Texar Foundation
- Beach Keepers, Coastkeepers
 - Friends of Perdido Bay
 - Friends of the Prairie
- Gulf Coast Environmental Defense
 - Nature Conservancy
 - Sierra Club
- Sustainable Town Concepts
 - Unite Escambia

RECOMMENDED APPOINTMENT PROCESS

- Commissioners will nominate one member in each category to represent their district.
- Nominees will be prioritized.
- Nominees will be formally approved by the Board.

RECOMMENDED APPOINTMENT PROCESS

	Comr. 1	Comr. 2	Comr. 3	Comr. 4	Comr. 5	Selected
Finance	Mr. A					Mr. A
Business Leader		Ms. B				Ms. B
Transportation			Mr. C			Mr. C
Planner				Ms. D		Ms. D
Individual w/ govt. experience					Mr. E	Mr. E

DECISION POINTS:

- Do you want a 7 or 9 member Committee?
- Are you in agreement with the selection process for the Committee?

COMMITTEE SELECTION PROCESS & SCHEDULE

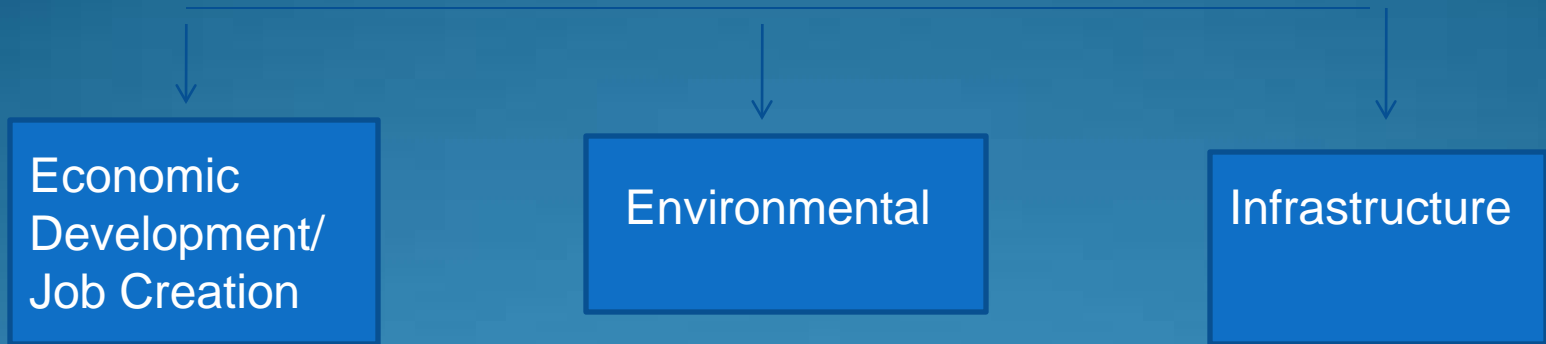
- 1) The Agenda Coordinator will post a public notice of interest in the first week of November for individuals desiring to serve on the Committee.
- 2) Commissioners will submit their nominees by the first meeting in January for final action.
- 3) The RESTORE Committee shall present a priority of work within 6 months after the appointment of the committee members.
- 4) The Committee will make its presentation in public to the BCC at a Special Meeting of the Board in July 2013.
- 5) The BCC will then make a decision regarding the best use of those funds to benefit the diverse interests of the community.

PROJECT CRITERIA

- ✓ Projects shall be divided into 3 categories.
- ✓ A project can only be submitted for funding in one category.
- ✓ Similar projects may be combined by the Committee.
- ✓ Projects under \$1 million will not be considered.

ECONOMIC DEVELOPMENT/JOB CREATION

Project Categories



ENVIRONMENTAL

- Projects shall be ranked by the committee in each of the three categories.
- Ranking criteria shall be discussed by the BCC at the Committee of the Whole in October.

Committee of the Whole

5.

Meeting Date: 09/13/2012

Issue: State and Federal Legislative Requests

From: Charles R. (Randy) Oliver, County Administrator

Information

Recommendation:

State and Federal Legislative Requests - (BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

(Randy Oliver - 20 min)

A. Board Discussion

B. Board Direction

Committee of the Whole

6.

Meeting Date: 09/13/2012

Issue: Turtle Lighting Ordinance

From: Keith Wilkins, REP, Department Director

Information

Recommendation:

Turtle Lighting Ordinance - (BACKUP TO BE DISTRIBUTED UNDER SEPERATE COVER)

(Keith Wilkins - 15 min)

A. Board Discussion

B. Board Direction

Committee of the Whole

7.

Meeting Date: 09/13/2012

Issue: Land Development Code Rewrite

From: T. Lloyd Kerr, AICP, Department Director

Information

Recommendation:

Land Development Code Rewrite

(Lloyd Kerr - 30 Minutes)

A. Board Discussion

B. Board Direction

Attachments

LDC Questions

2012

Land Development Code

Board of County
Commissioners

Questions

September 13, 2012



ESCAMBIA COUNTY

INTRODUCTION

- The Chairman of the Land Development Code Committee presented at the September 6, 2012 Board Meeting three items requesting removal stating duplicity and not required under State Statute.

Items to Consider

1. School Concurrency
2. Traffic Concurrency
3. SRIA Plans Review/Approval Process

School Concurrency

1. Does the Board of County Commissioners wish to dissolve the existing Interlocal Agreement with the Escambia County School Board as it relates to School Concurrency and remove the requirements from the Land Development Code?

YES

NO

Traffic Concurrency

2. Does the Board of County Commissioners wish to remove Traffic Concurrency requirements from the Land Development Code?

YES

NO

SRIA Plans Review/Approval Ability

3. Does the Board of County Commissioners wish to remove the Plans Review and Approval process of the Santa Rosa Island Authority from the Land Development Code?

YES

NO

2012



Discussion and Direction

ESCAMBIA COUNTY

Committee of the Whole

8.

Meeting Date: 09/13/2012

Issue: County Administrator's Contract

From: Alison Rogers, County Attorney

Information

Recommendation:

County Administrator's Contract

(Alison Rogers - 10 min)

A. Board Discussion

B. Board Direction

Attachments

County Administrator's Contract

Escambia County
Clerk's Original
10/13/2010/CATT-1

EMPLOYMENT AGREEMENT

Agreement made, effective the 1st of November, 2010, by and between Escambia County, Florida, a political subdivision of the State of Florida, at 221 Palafox Place, Suite 400, Post Office Box 1591, Pensacola, Florida 32597-1591, hereinafter referred to as "County," and Charles R. "Randy" Oliver, hereinafter referred to as "Oliver," in the County of Escambia, State of Florida.

RECITALS

The parties recite and declare:

A. County, a political subdivision of the State of Florida, maintains an office at 221 Palafox Place, Post Office Box 1591, Pensacola, Florida 32597-1591, County of Escambia, State of Florida and acts through the Escambia County Board of County Commissioners.

B. Oliver has a significant work history in city, county and local government.

C. Oliver participated in the County's recruitment for county administrator and was the highest ranked candidate by the Board of County Commissioners.

D. Oliver is willing to be employed by County, and County is willing to employ Oliver, on the terms, covenants, and conditions set forth in this Agreement.

For the reason set forth above, and in consideration of the mutual promises and agreements set forth in this Agreement, County and Oliver agree as follows:

Section 1. Employment.

County hereby employs, engages and hires Oliver as the Escambia County Administrator. Oliver shall be responsible for the administration of all bureaus responsible to the Board of County Commissioners and for the proper administration of all affairs as directed by the Board. To that end, Oliver may, by way of enumeration and not by way of limitation, have the following specific powers

Date: 10/13/2010 Verified By: *Ortansa*

and duties to:

- (a) **Administer and carry out the directives and policies of the Board of County Commissioners and to enforce all orders, resolutions, ordinances and regulations of the Board to assure that they are faithfully executed;**
- (b) **Report to the Board on action taken pursuant to any directive or policy within the time set by the Board and provide an annual report to the Board on the state of the County, the work of the previous year and any recommendations as to actions or programs he deems necessary for the improvement of the County and the welfare of its residents;**
- (c) **Provide the Board, or individual members thereof, upon request, with data or information concerning County government and to provide advice and recommendations on County government operations to the Board;**
- (d) **Prepare and submit to the Board of County Commissioners for its consideration and adoption an annual operating budget, a capital budget and a capital program, by July fifteenth;**
- (e) **Establish the schedules and procedures to be followed by all County bureaus, offices and agencies in connection with the budget and supervise and administer all phases of the budgetary process;**
- (f) **Prepare and submit to the Board after the end of each fiscal year a complete report on the finances and administrative activities of the County for the preceding year and submit his recommendations;**
- (g) **Supervise the care and custody of all County property;**

- (h) Organize the work of County bureaus subject to an administrative plan developed by Oliver and adopted by the Board and review the bureaus, administration and operation of the County and make recommendations pertaining thereto for reorganization by the Board;**
- (i) Select, employ and supervise all personnel, and fill all vacancies, positions or employment of all bureaus under the jurisdiction of the Board other than the Office of the County Attorney; provided, however, the employment of all Deputy County Administrators, Assistant County Administrators, and Bureau Chiefs shall require confirmation by the Board of County Commissioners;**
- (j) Suspend, discharge or remove employees of the Board of County Commissioners under his jurisdiction;**
- (k) Negotiate leases, contracts, and other agreements, including consultant services for the County, subject to approval of the Board, and make recommendations concerning the nature and location of County improvements.**
- (l) See that all terms and conditions in all leases, contracts and agreements are performed and notify the Board of any noted violation thereof;**
- (m) Order, upon advising the Board, any agency under his jurisdiction to undertake any task for any other agency on a temporary basis if he deems it necessary for the proper and efficient administration of the County government to do so;**
- (n) Attend all meetings of the Board and is authorized to participate in the discussion of any matter;**
- (o) Perform such other duties as may be required of him by the Board of County Commissioners;**
- (p) Oliver shall annually present to the Board a report on the administration of the County which**

shall include an organizational chart;

Oliver hereby accepts and agrees to such hiring, engagement, and employment.

Section 2: Best Efforts of Oliver.

Oliver agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talents perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of County. Such duties shall be rendered for Escambia County, Florida, and such other place or places as County shall in good faith require or as the interests, needs, business or opportunity of County shall require.

Section 3. Term of Agreement.

The term of this Agreement shall be for a period of three (3) years, commencing the 1st day of November 2010 and ending the 31st day of October 2013. Upon the completion of the first three-year term, the Board with an affirmative vote of at least three Commissioners may renew the Agreement for a second three-year term which would commence on the 1st day of November 2013 and end on the 31st day of October 2016. Notwithstanding any provision to the contrary, the employment of Oliver shall be at the will of the Board of County Commissioners.

The Board shall annually review Oliver and his performance under this Agreement on or within thirty (30) calendar days of this Agreement's anniversary date. The terms and procedures for this review shall be determined by the Board and may be done informally by each Board member individually or formally by the full Board in public session.

Section 4. Compensation of Oliver.

County agrees to compensate Oliver for his services rendered pursuant hereto at the rate of One Hundred Forty-Five Thousand Dollars (\$145,000) per annum payable biweekly in accordance

with pay periods for County employees. Oliver's base compensation shall only be adjusted by action of the Board of County Commissioners, including any CPI (consumer price index), COLA (cost-of-living) or merit increase. The Board shall indicate the effective date of any such increase when the action is taken. Oliver may be eligible for an annual merit or base pay increase (if funded) based upon the County Administrator's performance evaluation; consideration shall be given to any CPI, COLA or merit increases provided to other County employees during that fiscal year. All Personnel Action Forms (PAF's) implementing payroll changes for Oliver approved by the Board of County Commissioners shall be executed on behalf of the County by its Chairman.

In addition, County shall pay Oliver's F.I.C.A. and shall withhold required federal income taxes. Oliver shall further receive all rights, privileges and benefits (i.e. health, life, dental, vision, LTD and other optional plans) at the same premium rates as other County employees. In addition, Oliver shall accrue PTO (Paid Time Off), MOB (Management Optional Benefits) and ELB (Extended Leave Bank) at the same rate as other unclassified SES County employees but shall not be penalized for not using any accrued PTO, MOB and ELB within a given period of time. Oliver shall be allotted his first year's MOB leave upon the first day of this Agreement. For purposes of PTO accrual, Oliver shall commence employment as any other unclassified employee beginning employment with Escambia County.

Section 5. Relocation.

County agrees to pay up to Nine Thousand Nine Hundred Dollars (\$9,900) to reimburse Oliver for the expense of moving Oliver's family and personal property from Surprise, Arizona to Escambia County, Florida. Said reimbursements will include costs of a transfer company, storage costs, and insurance charges and in addition to the cap set above, shall not exceed the average cost as

provided by three (3) bids or estimates for such services. Additionally, the County agrees to reimburse Oliver for the mileage associated with the transfer of one (1) family automobile from Surprise, Arizona to Escambia County, Florida with said mileage reimbursement based on the County's travel regulations in effect at the time the mileage is accrued. The automobile transfer shall occur no later than the first six (6) months of this Agreement. County further agrees to reimburse Oliver for the first thirty (30) days housing expenses (rent or lease fees) with an amount not to exceed \$1,750.

Section 6. Retirement.

Oliver shall be a member of the Florida Retirement System (FRS) Senior Management Class as provided in Section 121.055(1) (b), Florida Statutes, or in lieu of participation under the Senior Management Class, Oliver may participate in the FRS investment plan pursuant to FRS regulations or a Local Option Annuity.

Contributions will be made by the County on behalf of Oliver, regardless of which option is chosen, at the rate equal to the rate paid for other members of the Senior Management Class.

Section 7. Professional Development

The County agrees to budget and to pay reasonable travel expenses, including but not limited to transportation, lodging, parking and the standard per diem, of Oliver for professional and official travel, meetings and occasions adequate to continue the professional development of Oliver and to adequately pursue necessary official and other functions for the County, including but not limited to International City/County Management Association (ICMA), Florida Association of Counties (FAC), and such other national, regional, state and local government groups and committees thereof which Oliver serves as a member. Unless otherwise approved by the Board, said travel shall not occur

outside the lower forty-eight (48) contiguous states of the United States. The County also agrees to budget and to pay reasonable travel and subsistence expenses for short courses, institutes and seminars that are necessary for his professional development, including tuition, registration and books associated with such training and development necessary as determined by the Board of County Commissioners, all to the extent permitted by applicable law.

Section 8. Dues and Subscriptions.

The County agrees to pay the reasonable professional dues and subscriptions of Oliver necessary for his continuation and full participation in organizations and associations necessary and desirable for his continued professional participation, growth and advance for the benefit of the County, including but not limited to annual membership dues for ICMA.

Section 9. Automobile.

County shall provide Oliver with a monthly car allowance of Five Hundred Dollars (\$500.00).

Section 10. Phone/Telecommunications:

County agrees to provide Oliver with the use of a County-owned personal computer and a laptop computer for County business purposes. Additionally, County agrees to provide Oliver either a County-owned cellular phone or a One Hundred Dollar (\$100) per month phone allowance.

Section 11. Civic Club Membership.

It is agreed that the County recognizes the desirability of representation in and before local civic and other organizations, and to that end Oliver is authorized to become a member of one such civic club for which the County shall pay Oliver's dues.

Section 12. Recommendations for Improving Operations.

Oliver shall make available to the County all information of which Oliver shall have any knowledge and shall make all suggestions and recommendations that will be of mutual benefit of the County and Oliver.

Section 13. Outside Consulting.

Oliver shall obtain approval of the Board of County Commissioners prior to commencing any outside or secondary employment for compensation, including any consulting services.

Section 14. Oliver's Inability to Contract for County.

In spite of anything contained in this Agreement to the contrary, Oliver shall not have the right to make any contracts or commitments for or on behalf of the County without first obtaining the express written consent of County or as may be spread upon the Board of County Commissioners minutes, except as may be otherwise provided by law or ordinance.

Section 15. Agreements Outside of Contract.

This Agreement contains the complete Agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that he has relied on its own judgment in entering into this Agreement. The parties further acknowledge that any representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with his dealings with the other.

Section 16. Modification of Agreement.

Any modifications of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party, with such modifications approved by a majority of the Board of County Commissioners.

Section 17. Termination.

17.1 In the event Oliver's services under this contract are terminated by the Board of County Commissioners without cause prior to the expiration of a three-year term as designated in Section 3 of this Agreement, during such time that Oliver is willing and able to perform the duties of County Administrator, then, and in that event, County agrees to pay Oliver a lump sum cash payment equal to fifty percent (50%) of the total annual base salary payable hereunder and Oliver shall receive payment for all accumulated PTO, MOB and ELB leave. The County shall also provide health and dental insurance for six months from the date of said termination under the same terms as if he were an employee. This shall be in addition to any coverage that may be available under COBRA. However, the County shall have no obligation to pay the aggregate sum designated in this paragraph if the Board fails to vote by a majority vote to renew this Agreement for a second three-year term as set forth in Section 3 of this Agreement or if the Agreement is terminated by the County for breach of this Agreement or in the event Oliver is convicted of any illegal act; however, in such event Oliver shall be entitled to all accumulated MOB, PTO and ELB leave.

In the event County at any time during the term of this Agreement reduces the compensation or other financial benefits of Oliver in a greater percentage than is applicable generally to County employees, or in the event the County refuses, following written notice, to comply with any other

provision benefitting Oliver herein, or in the event Oliver agrees to a termination of this Agreement pursuant to a request to do so from the Board of County Commissioners, or in the event Oliver's ability to perform the duties and functions of County Administrator are materially impaired by action of the Board of County Commissioners, then, and in that event, Oliver may, at his option, deem to have had this contract terminated by County within the meaning of this Section at the date of such reduction, refusal or impairment within the meaning and context of this provision.

The lump sum cash payment provided for in this Section shall be Oliver's exclusive remedy for any breach of this contract by County. Oliver hereby agrees that the lump sum payment so provided shall serve as liquidated damages for any violation or breach of this contract by County, and Oliver acknowledges he shall not be entitled to any other lump sum payments other than his accrued PTO, MOB, and ELB in the event of such breach.

17.2 Oliver may terminate this Agreement at any time upon Ninety (90) days written notice to the Board of County Commissioners. Upon completion of the notice period in accordance with the procedures for unclassified SES employees, Oliver shall be entitled to receive all accumulated PTO, MOB, and ELB leave but is not entitled to any other lump sum payment.

Section 18. Termination for Disability.

A. In spite of anything in this Agreement to the contrary, County is hereby given the option to terminate this Agreement in the event that Oliver shall, during the term of this Agreement, become permanently disabled as the term permanently disabled is fixed and defined in this Section. Such option shall be exercised by County giving notice to Oliver by registered mail, addressed to Oliver in care of County at 221 Palafox Place, Post Office Box 1591, Pensacola, Florida 32597-1591, County of Escambia, State of Florida, or at such other address as Oliver shall designate in

writing of County's intention to terminate this Agreement on the last day of the month during which such notice is mailed. On the giving of such notice, this Agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were the date originally set forth in this Agreement as the termination date of this Agreement.

However, in such event Oliver shall be entitled to all accumulated MOB, PTO and ELB leave, but no other lump sum payment.

B. For the purposes of this Agreement, Oliver shall be deemed to have become permanently disabled, if during any year of the term of this Agreement, because of ill health, physical or mental disability or for other causes beyond the terms of Oliver's contract he shall have been continuously unable or unwilling or shall have failed to perform his duties under this Agreement for ninety (90) consecutive days, or if, during any year of the term of this Agreement, Oliver shall have been unable or unwilling or shall have failed to perform his duties for a total period of one hundred twenty (120) days, irrespective of whether or not such days are consecutive. For the purposes of this Agreement, any year of the term of this Agreement, is defined to mean any twelve (12) calendar month period during the term of this Agreement.

Section 19. Effect of Partial Invalidity.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 20. Choice of Law.

It is the intention of the parties to this Agreement, that this Agreement and the performance

under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and pursuant to the laws of the State of Florida and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Section 21. Indemnification.

The County shall defend, save harmless and indemnify Oliver against any action, in tort or if he is named as party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The County shall not be liable in tort for the acts or omissions of Oliver committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

Section 22. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and condition, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 23. Attorney's Fees.

In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on

to pay, a reasonable sum for the successful party's attorney's fees.

Section 24. Paragraph Headings.

The title to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

Approved by the Board of County Commissioners of Escambia County, Florida this 7th day of October, 2010.


BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: [Signature]
Grover C. Robinson, IV, Chairman

ATTEST: Eric Lee Magaha
Clerk of the Circuit Court

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: County Attorney
Date: Oct. 8, 2010

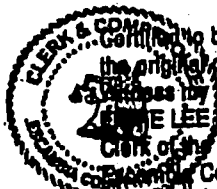
By: [Signature]
County Clerk


By: Charles R. Oliver
Charles R. "Randy" Oliver

Witness: [Signature]
Print Name: JALOEN T. OLIVER

Witness: [Signature]
Print Name: Andrea S Oliver

Date BCC Approved
10-7-2010
Date Executed
10-13-2010


I certify to be a true copy of
the original on file in this office
and to be signed by hand and official seal
ERIC LEE MAGAHA
Clerk of the Circuit Court & Comptroller
Escambia County, Florida
By: [Signature] D.C.
Date October 13, 2010