

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 – January 5, 2012 – 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 Young.
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. Special Recognition.

Recommendation: That the Board recognize Jeffrey "Chips" Kirschenfeld, Division Manager, Water Quality & Land Management Division, Community & Environment Department, who was granted the rank of Faculty Associate for his years of adjunct service to the University of West Florida (UWF) and its Department of Environmental Studies.

7. Proclamations.

Recommendation : That the Board adopt the Proclamation proclaiming the third Friday of January 2012 as "Arbor Day" and encouraging the citizenry of Escambia County to plant, care for and protect trees in an effort to promote and enhance the well-being of this and future generations.

8. Written Communication:

November 17, 2011- Communication from Tiffani Wernick, Title Curative File Manager, Florida Default Law Group, P.L. Affiliate, requesting that the Board reduce the fines relative to a Code Enforcement Lien against property located at 3070 Melody Lane.

Recommendation: That the Board review and consider lien relief request made by Tiffani Wernick against property located at 3070 Melody Lane.

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.

9. 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.

10. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the C/W Workshop held December 15, 2011, recommends that the Board drop the discussion concerning the Subdivision Rezoning Process, but approve a provision for a separate fee structure for multiple-lot rezonings, if property owners, within a platted subdivision, apply for the same rezoning at the same time (C/W Item 4) .

11. 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 nine reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. The following two Payroll Expenditures:

- (1) Pay date December 9, 2011, in the amount of \$2,225,499.29; and
- (2) Pay date December 22, 2011, in the amount of \$2,090,681.26;

B. The following four Disbursement of Funds:

- (1) December 1, 2011, to December 7, 2011, in the amount of \$14,103,996.49;
- (2) December 8, 2011, to December 14, 2011, in the amount of \$19,857,631.82;
- (3) December 15, 2011, to December 21, 2011, in the amount of \$44,064,680.75; and
- (4) December 22, 2011, to December 28, 2011, in the amount of \$437,559.74;

C. The Investment Report for month ended November 30, 2011; and

D. Budget Comparison Reports for two (2) months, or 16.67%, of Fiscal Year 2012, as follows:

- (1) Summarized, by fund, Budget to Actual Comparison as of November 30, 2011; and
- (2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of November 30, 2011.

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

That the Board accept, for filing with the Board's Minutes, the following five documents provided to the Clerk to the Board's Office:

A. *Modification Number Two to Subgrant Agreement between the Division of Emergency Management and Escambia County Board of County Commissioners* , which extends the term of the Agreement until October 11, 2012, as executed by the Chairman on November 22, 2011, based on the Board's July 9, 2009, approval of the Federally Funded Subgrant Agreement, and received in the Clerk to the Board's Office on December 9, 2011;

B. *The Pensacola-Escambia County Promotion and Development Commission, Pensacola, Florida, Financial Statements September 30, 2011* , with Independent Auditor's Report, as prepared and audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, and received in the Clerk to the Board's Office on December 13, 2011;

C. Closing documents relating to the sale of surplus property, located at 2900 Old Chemstrand Road, to Ascend Performance Materials, LLC, as approved by the Board on February 17, 2011, executed by the Chairman on December 8, 2011, and received in the Clerk to the Board's Office on December 13, 2011;

D. *The Financial Statements Escambia-Pensacola Human Relations Commission September 30, 2011 and 2010* , with Independent Auditor's Report, as prepared and audited by Brown Thornton ♦ Pacenta & Company, P.A., Certified Public Accountants, Business & Financial Consultants, and received in the Clerk to the Board's Office on December 19, 2011; and

E. Closing documents relating to the sale of surplus property, located at 7750 Mobile Highway, to Emerald Coast Utilities Authority, as approved by the Board on April 22, 2010, executed by the Chairman on December 21, 2011, and received in the Clerk to the Board's Office on December 21, 2011.

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held December 8, 2011;
- B. Approve the Minutes of the first Attorney-Client Session held December 8, 2011;
- C. Approve the Minutes of the second Attorney-Client Session held December 8, 2011;
- D. Approve the Minutes of the Regular Board Meeting held December 8, 2011;
- E. Approve the Minutes of the Attorney-Client Session held December 15, 2011; and
- F. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 15, 2011.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on December 12, 2011

That the Board take the following action concerning the Rezoning Cases heard by the Planning Board on December 12, 2011:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2011-18 and Z-2011-19 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

- 1. Case No.:** **Z-2011-18**
- Location: 15 Becks Lake Rd
- Property Reference No.: 14-1N-31-1001-000-002
- Property Size: 9.39(+/-) acres
- From: ID-CP, Commerce Park (cumulative) and
GBD, Gateway Business District
- To: ID-2, General Industrial District
(noncumulative).
- FLU Category: MU-S, Mixed Use Suburban
- Commissioner District: 5
- Requested by: Thomas Hammond, Agent
for Cody Rawson of Black
Gold of NW Florida,LLC.
- Planning Board
Recommendation: Approval
- Speakers: Tom Hammond
-
- 2. Case No.:** **Z-2011-19**
- Location: 3910 W Navy Blvd
- Overlay Area: C-3, Warrington Overlay
- Property Reference No.: 38-2S-30-1000-170-006
- Property Size: 2.82 (+/-) acres
- From: C-1, Retail Commercial district (cumulative)
(25 du/acre)
C-3, Warrington Commercial Overlay District
- To: C-2, General Commercial and Light
Manufacturing
District, (cumulative) (25 du/acre)

Future Land Use: C, Commercial
Commissioner District: 2
Requested by: Gregory Drake, Owner
Planning Board Approval
Recommendation:
Speakers: Gregory Drake
Fred Gunther

2. 5:45 p.m. - A Public Hearing for Consideration of Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the Rezoning Cases heard by the Planning Board on December 12, 2011, and approved during the previous agenda item, and to provide for severability, inclusion in the Code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of the Small Scale Amendment - SSA 2011-01

That the Board review and adopt the Small Scale Amendment SSA 2011-01, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan 2030, as amended; amending the Future Land Use Map designation.

II. Action Item

1. Recommendation Concerning the Hold Harmless Agreement for a Freestanding Sign Adjacent to the Right-of-Way for Superior Granite

That the Board review and approve the Hold Harmless Agreement for a freestanding sign adjacent to the right-of-way for Superior Granite at 7011 Pine Forest Road.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. Thursday, January 19, 2012 - 5:45 p.m. - An Adoption Hearing - CPA 2011-02 Becks Lake Road;

B. Thursday, February 2, 2012 :

(1) 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on January 9, 2012:

(a) Case No.: Z-2011-17 (Remanded by BCC 11/3/11)
Location: 9991 Guidy Lane
Property Reference No.: 07-1S-30-1018-000-000
Property Size: .38 (+/-) acres
From: R-2, Single Family District (cumulative), Low-Medium Density (7 du/acre).
To: R-6 Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre).
FLU Category: MU-U, Mixed Use Urban
Commissioner District 5
Requested by: Wiley C. "Buddy" Page, Agent for Charles and Linda Welk, Owner

(b) Case No.: Z-2012-01
Location: 9869 N. Loop Rd
Property Reference No.: 14-3S-31-2101-000-000;13-3S-31-7101-000-001
Property Size: 49.57 (+/-) acres
From: R-R, Rural Residential District (cumulative), Low Density
To: AMU-2, Airfield Mixed Use -2 District (cumulative to AMU-1 only)
FLU Category: MU-S, Mixed Use Suburban
Commissioner District 2
Requested by: Jesse Rigby, Agent for James Hinson, Owner

(2) 5:46 p.m. - A Public Hearing - LDC Ordinance Article 8, "Way Finding Signs."

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Continued Support of Jurisdictional Change at Saufley Field - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning support of the jurisdictional change at Saufley Field:

A. Approve the letter confirming continued support of the change in the jurisdictional status of Saufley Field to concurrent State and Federal jurisdiction, provided the Navy continues staffing Saufley Field Fire Station, maintains a presence at the airfield and the prison is in use by the Federal Government; and

B. Authorize the Chairman to sign the letter.

2. Recommendation Concerning Amendment #2 to the Agreement between Pensacola State College and Escambia County - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning Amendment #2 to the Agreement between Pensacola State College and Escambia County:

A. Approve Amendment #2 that eliminates a condition for the use of the Pensacola State College Lou Ross Center as a first responder child care hurricane shelter, operated by Be Ready Alliance Coordinating for Emergencies. Amendment #2 will allow the facility to be utilized as a first responder child care hurricane shelter operation, as the need dictates, without requiring the County employee family member hurricane shelter to operate simultaneously at the same facility during disaster responses as needed; and

B. Authorize the Chairman to sign this Amendment.

3. 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 eight 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.

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

That the Board approve the Request for Disposition of Property Form for the Information Technology Department for one item of equipment, which is described and listed on the Request Form, with reason for disposition stated. The item is to be auctioned as surplus or properly disposed of.

5. Recommendation Concerning a 5:31 p.m., Public Hearing Request - Fund Balance Carry Forwards - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on January 19, 2012, at 5:31 p.m., to amend the Fiscal Year 2011/2012 Budget to include the fund balance carry forwards.

6. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate Portions of Two, Un-Named Rights-of-Way in National Land Sales Company's Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for February 2, 2012, at 5:31 p.m., to consider the Petition to Vacate portions of two, un-named rights-of-way (approximately 44,562 square feet or 1.02 acres), in National Land Sales Company's Subdivision, as petitioned by Michael J. Kirsch and Charles P. Andrews.

The Petitioners own property abutting portions of two, un-named rights-of-way, as shown on the plat of the National Land Sales Company's Subdivision as recorded in Plat Deed Book 128, at Page 541, of the Public Records of Escambia County, Florida. This portion of the National Land Sales Company's Subdivision is located south of Interstate 10 (I-10) and east of Pine Forest Road. Petitioners are requesting that the Board vacate any interest the County has in that portion of a 15-foot-wide, un-named right-of way, extending east to west along the south boundary line of the National Land Sales Company's Subdivision and that portion of a 30-foot-wide, un-named right-of-way, extending north to south and bordered on the west by Lots 47 and 50 and bordered on the east by Lots 46 and 51 of the National Land Sales Company's Subdivision, as shown on Exhibit "A" (approximately 44,562 square feet or 1.02 acres). Staff has made no representations to the Petitioners that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioners or to any other interested party.

7. Recommendation Concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste - Patrick T. Johnson, Solid Waste Management Department Director

That the Board accept, for filing with the Board's Official Minutes, the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste between Escambia County and the following existing commercial haulers who are currently collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of the Agreement. On September 1, 2011, the Board approved the form of the Agreement and authorized the County Administrator to sign the Agreements:

- A. Allied Waste Services of North America, LLC;
- B. Emerald Coast Utilities Authority (ECUA);
- C. Southern Scrap Company, Inc.;
- D. Titan Waste Services, Inc.;
- E. Waste Management, Inc., of Florida; and
- F. Waste Pro of Florida, Inc.

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

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

A. Approve the five Request for Reinstatement of Property Forms, indicating five items to be reinstated, which are described and listed on the Request Forms, with reasons for reinstatement stated; and

B. Approve the three Request for Disposition of Property Forms, indicating six items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

The property on the Request for Reinstatement of Property Forms have the reasons for the request for each to be reinstated listed on those forms, and have been signed by all applicable authorities, including the Division Manager as designee for the Department Director, and the County Administrator. All of the items to be reinstated are in better working condition than the items currently in use. The items currently in use are listed on the Request for Disposition of Property Forms. One item, Property #47251, is being transferred to the Community Corrections Department/Environmental Code Enforcement, to replace a vehicle being declared surplus by that department.

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 the Division Manager as designee for the Department Director, and the County Administrator.

9. Recommendation Concerning Reallocation of Tourist Development Council Members/Designations - Charles R. "Randy" Oliver, County Administrator

That the Board accept, for filing with the Board's Minutes, the reallocation of the official designation of its Tourist Development Council (TDC) Members "Interested in Tourism" and "Hotel/Motel Industry" as listed below:

Interested in Tourism

Nan Harper
Gregory Jones
Denis A. McKinnon

Hotel/Motel Industry

Shirley K. Cronley
Thaisa F. Bivins
Naresh (Nash) Patel

The current membership is in compliance with Florida Statutes based on the most recent Tourist Development Council Members' Forms, submitted by each member of the TDC, pursuant to Section 125.0104(4)(e), Florida Statutes (2011).

10. Recommendation Concerning the Dredged Material Disposal Easement Agreement between Ascend Performance Materials, LLC, and Escambia County - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Dredged Material Disposal Easement Agreement between Ascend Performance Materials, LLC, and Escambia County regarding the Escambia River/Bay Maintenance Dredging Project:

A. Approve the Dredged Material Disposal Easement Agreement between Ascend Performance Materials, LLC, and Escambia County, for a tract of land located at 3000 Chemstrand Road, described in Exhibit "A" and Exhibit "B", which is suitable for the construction, operation and maintenance of a dredged material storage area. The expiration date is November 23, 2015; and

B. Authorize the Chairman to sign the Agreement and all documents related to the project.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #047 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #047, General Fund (001) and Other Grants and Projects Fund (110) in the amount of \$5,336, to recognize a transfer of Grant match funding, and appropriate these funds for the Federal Elections Activity Grant with the Escambia County Supervisor of Elections Office.

2. Recommendation Concerning Reduction of Minimum Sales Price of Real Property Located at 110 North Merritt Street, Due to the Property Appraiser's Re-assessed Value - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the reduction of the minimum bid required for the sale of real property located at 110 North Merritt Street, due to the Property Appraiser's re-assessed value:

A. Authorize the sale of real property, Account Number 08-1454-000, Reference Number 50-2S-30-5091-011-008, to the bidder with the highest offer received at or above the reassessed minimum bid of \$17,557, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

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

3. Recommendation Concerning a Revised Resolution to Cancel Taxes on Properties Owned by Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning a revised Resolution to accommodate the Tax Collector's concern that its auditors may not find the intent to cancel all tax liability sufficiently clear in the original Resolution to cancel taxes on properties, located in the Block of 1200 West Scott Street, Account Number 06-2325-000, Reference Number 17-2S-30-5008-000-001 and in the Block of 1600 West Scott Street, Account Number 06-1941-000, Reference Number 17-2S-30-1500-006-004:

A. Adopt the revised Resolution to cancel taxes from 2007 through 2012 on both properties; the total tax amount for the parcel located in the Block of 1200 West Scott Street is \$821.35, and the total tax amount for the parcel located in the Block of 1600 West Scott Street is \$644.83. These properties are scheduled to be used for Public Works' West Scott Street Sidewalk Project [Project Number 11EN1263]; and

B. Authorize the Chairman to execute the Resolution without further action of the Board.

4. Recommendation Concerning the Surplus and Sale of Real Escheated Property Located at 1317 Dr. Martin Luther King, Jr., Drive that has Escheated to the County - 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 1317 Dr. Martin Luther King, Jr., Drive, that has escheated to the County:

A. Declare surplus the Board's real property, Account Number 13-3117-000, Reference Number 00-0S-00-9020-013-040;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$30,713, in accordance with Section 46.134 of the Escambia County Code of Ordinances;

C. Authorize the County Attorney to take such necessary actions to evict the occupants of this County-owned property; and

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

5. Recommendation Concerning Wedgewood Park Playground Equipment PD 11-12.004 - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off the Clay County Contract #08/09-3, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for a Landscape Structures Eclipse Playground Climber, for Wedgewood Park, to REP Services, Inc., in the amount of \$85,889.17.

[Funding: Fund 352, LOST III, Cost Center 350229, Object Code 56301, Project # 11PR14433]

6. Recommendation Concerning Collections Services for Escambia County Public Safety EMS, PD 08-09.014 - Michael D. Weaver, Public Safety Department Director

That the Board extend the Contract for Collections Services for Escambia County Public Safety EMS, PD 08-09.014, for a 12-month period, effective February 5, 2012, to United Collection Service, Inc., under the current terms and conditions.

[Funding Source: Fund 408, Emergency Medical Service, Cost Center 330603, EMS Billing Business Ops, Object Code 53401]

7. Recommendation Concerning the State of Florida Division of Emergency Management Federal Fiscal Year 2011 Homeland Security Grant Program Award - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM) Federal Fiscal Year 2011 Homeland Security Grant Program Award for the Citizen Corps and Community Emergency Response Team (CERT) Programs, allocating to Escambia County a Grant totaling \$11,700, for the period October 1, 2011, through April 30, 2014:

A. Accept the FDEM Award allocating \$5,850 each, for the Citizen Corps and CERT Grant Programs, to be identified in Fund 110, Other Grants and Projects, Cost Center 330458/Revenue Account 334251 and Cost Center 330430/Revenue Account 334248, respectively;

B. Authorize the Chairman or Vice Chairman to sign the Grant Award acceptance; and

C. Authorize the County Administrator to execute the associated Grant Agreements.

8. Recommendation Concerning the State of Florida Division of Emergency Management Federal Fiscal Year 2011 Homeland Security Grant Program Award - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM) Federal Fiscal Year 2011 Homeland Security Grant Program Award, allocating to Escambia County a Grant totaling \$24,000, for the period of October 1, 2011, through April 30, 2014:

A. Accept the FDEM Award allocating Grant funding that will be identified in Fund 110, Other Grants and Projects, Cost Center 330459 (Revenue Account 334252);

B. Authorize the Chairman or Vice-Chairman to sign the Grant acceptance; and

C. Authorize the County Administrator to execute the associated Grant Agreement.

9. Recommendation Concerning Change Order Number 2 to Purchase Order 120268 to Sunbelt Fire, Inc., for the Repair and Maintenance of Fire Apparatus - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order for the repair and maintenance of fire apparatus:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	\$26,612.00
Vendor:	Sunbelt Fire, Inc.
Project Name:	N/A
Contract:	N/A
PO No.:	120268
CO No.:	2
Original Award Amount:	\$40,000.00
Cumulative Amount of Change Orders through this CO:	\$35,612.00
New Contract Total	\$75,612.00

[Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 54601, Repair and Maintenance]

10. Recommendation Concerning the Fiscal Year 2010-2011 Various Road Materials Pricing Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of a Purchase Order to Roads, Inc., of NWF, in an amount of \$250,000, on Contract PD 10-11.028, "Various Road Materials Pricing Agreement Fiscal Year 2010-2011", to provide asphalt and tack to resurface open graded cold mix roads.

[Funding Source: Fund 352, "LOST III", Account 210107/56301, Project #09EN0388]

The County paved several miles of dirt roads with open graded cold mix over the last decade. These roads had a life expectancy of five to seven years, and in most cases have exceeded this period. Many of these roads are now in poor shape and have severe raveling of the driving surface. By allowing the Roads Division to resurface some of these roads before they fail, the County may potentially save thousands of dollars.

This Recommendation will allow the Roads Division of the Public Works Department to obtain asphalt and tack from Roads, Inc., of NWF, for use in resurfacing open graded cold mix roads.

11. Recommendation Concerning Agreement with the City of Pensacola for Interruptible Natural Gas Service - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Agreement with the City of Pensacola (d/b/a Energy Services of Pensacola) and Escambia County for Interruptible Natural Gas Service:

A. Approve the City of Pensacola (d/b/a Energy Services of Pensacola) Agreement for Interruptible Natural Gas Service for 2935 North "L" Street, 1200 West Leonard Street, 357 South Baylen Street and 201 South Palafox Street establishing service, subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 28-11); and

B. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement as required.

[Funding: Fund 001, General Fund, Cost Center 210604, Object Code 54301]

Energy Services of Pensacola (ESP) is offering this interruptible gas service rate Contract for the Main Jail, Central Booking & Detention, the M. C. Blanchard Building, and Escambia County Government Complex. The rate is based on the County's volume of gas usage for these buildings and is also based on the County's ability to utilize our own propane-air backup systems. ESP purchases long-term strips of gas at competitive pricing, in order to cover the basic needs of their customers, while the balance of their gas is purchased on the daily market and is subject to some price volatility. This Agreement allows the County, for a twelve-month period, to lock in at the fixed fuel charge, plus a small usage charge. Based on historical data of gas usage and costs from Fiscal Year 2011, the County could realize a reduction in natural gas costs of approximately \$40,000, under the terms of this Contract in Fiscal Year 2012.

12. Recommendation Concerning the Lease of the County-Owned Space at 1125-B Hayes Street, by Pensacola Metro Area Lions' Sight Program, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt a Resolution to approve and authorize the Chairman to sign a First Amendment and Renewal of Lease Agreement with the Pensacola Metro Area Lions' Sight Program, Inc., for the property located at 1125-B Hayes Street, Pensacola, Florida, for the term of two years, commencing on January 15, 2012.

Rent shall be paid to the County in the amount of \$1.00 per year.

The Pensacola Metro Lions' Sight Program, Inc., currently occupies this building, providing eye examinations and eyeglasses for the needy and has requested to renew the term of the Lease, which was approved by the Board on January 4, 2007, for an additional two-year term. During the extended term, Lessee shall be responsible for all electrical utility services and shall maintain a separate utility meter and service account with Gulf Power. In all other respects, the Lease Agreement remains unchanged and in full force and effect.

13. Recommendation Concerning Amending the October 6, 2011, Board Action Approving the Issuance of Blanket and/or Individual Purchase Orders for Fiscal Year 2011/2012 - Michael Rhodes, Parks and Recreation Department Director

That the Board amend its action of October 6, 2011, approving 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 follows for the Parks & Recreation Department, to increase the annual requirement for the following Vendor [Funding for the aforementioned Purchase Order is available in Fund 352, LOST III, and Fund 001, General Fund]:

Parks & Recreation Department

Vendor	Vendor #	Amount	Contract #	Cost Centers
REP Services, Inc.	181853	\$250,000		350226 350229

14. Recommendation Concerning the Warrington Sheriff's Office, PD 11-12.003 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Hewes & Company, LLC, in the base bid amount of \$1,243,000, plus bid alternate #5, in the amount of \$6,800, for a total Contract award of \$1,249,800, for the Warrington Sheriff's Office, PD 11-12.003, and authorize the County Administrator to execute all related documents and Purchase Orders in excess of \$50,000 for Owner Direct Purchases.

[Funding: Fund 352, LOST III, Cost Center 540115, Object Code 56201, Cost Center 330452, Object Code, 56201]

15. Recommendation Concerning a Change Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan" - Joy D. Blackmon, P.E., Public Works Department Director

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

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$85,996.67
Vendor:	Baskerville Donovan, Inc.
Project Name:	Pensacola Beach Master Plan
Contract:	PD 10-11.005 "Engineering and Surveying Services for the Pensacola Beach Master Plan"
PO No.:	111018
CO No.:	2
Original Award Amount:	\$149,746.26
Cumulative Amount of Change Orders through this CO:	\$134,337.34
New Contract Total	\$284,083.60

Meeting in regular session on February 17, 2011, the Board approved awarding a Task Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan".

This Change Order is broken down into two parts. The first part of this Change Order, which is estimated to cost \$46,932.25, is for final programming and

design development services, under responsibilities outlined in Task 2 of the Pensacola Beach Master Plan Scope of Services. This task will develop two mobility alternatives for the Pensacola Beach Core Area. This effort shall transition the Pensacola Master Plan from the planning phase to the design/implementation phase. The second part of this Change Order, which is estimated to cost \$39,064.42, is for a public presentation of the final outline alternatives developed for the Pensacola Beach Core Area under Task 2 of the Pensacola Master Plan Scope of Services. The public presentation will outline the engineering issues and order of magnitude for the two final outline alternatives. Change Order #1, which was issued on November 28, 2011, for a cost of \$48,340.67, was for additional meetings, coordination and presentation as requested by Escambia County. This request includes one-on-one meetings with SRIA Board members, SRIA Steering Committee members and Escambia County to discuss the findings and details of the engineering evaluations.

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #11EN0934]

16. Recommendation Concerning the United Way Human Services Appropriations Committee Funding Recommendations for 2011-2012 - Marilyn D. Wesley, Community Affairs Department Director

That the Board accept the United Way Human Services Appropriations Committee Funding Recommendations for 2011-2012, in the amount of \$95,500, which entails \$95,250 of allocations to be distributed to the approved non-profit entities and \$250 of committee-related expense for a required legal notice to be reimbursed to the United Way. The funds are included in the adopted Budget for the current Fiscal Year.

[Funding: Fund 001, General Fund, Cost Center 320202 Public Social Services - \$95,500]

17. Recommendation Concerning Public Transportation Supplemental Joint Participation Agreement Number 1, Providing Fiscal Year 2011-2012 Davis Highway Urban Corridor Project Funding to Escambia County Area Transit - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning Public Transportation Supplemental Joint Participation Agreement (JPA) Number 1 for Project Number 422260184, providing Fiscal Year 2011-2012 Urban Corridor Project Funding to Escambia County Area Transit (ECAT):

A. Approve the Public Transportation Supplemental JPA Number 1 for Project Number 422260184, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$475,000, of Fiscal Year 2011-2012 funding, to Escambia County Area Transit for the Davis Highway Urban Corridor Project;

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

C. Ratify the Chairman's signature on the Supplemental JPA and authorize the Chairman to execute the Resolution, 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]

18. Recommendation Concerning the Request for Authorization of Travel Expenses for Candidates for the Positions of Division Manager – Public Information and Communications and Division Manager – Building Official - Ron Sorrells, Human Resources Department Director

That the Board authorize up to \$5,000 for travel expenses for final candidates to travel to the County to be interviewed for the Division Manager – Public Information and Communications position and the Division Manager – Building Official position.

[Funding Source: General Fund (001), Cost Center 380201, Account 54001 and Building Inspections (406), Cost Center 250111, Account 54001]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning a Resolution to Cancel Taxes on Property Owned by Escambia County Located at 2420 Delano Street

That the Board:

A. Adopt a Resolution to cancel taxes for 2011 on property owned by Escambia County, located at 2420 Delano Street; and

B. Authorize the Chairman to execute the Resolution.

2. Recommendation Concerning Proposed Settlement of *Roy M. Stallworth v. Escambia County Emergency Medical Services* (Case No. 2011 CA 000341)

That the Board authorize a settlement in the case of *Roy M. Stallworth v. Escambia County Emergency Medical Services* (Case No. 2011 CA 000341) in which the County will pay to Mr. Stallworth the sum of \$17,500 in exchange for a General Release and Hold Harmless Agreement in favor of Escambia County and dismissal with prejudice of the pending lawsuit.

3. Recommendation Concerning Surplus Sale of Real Property Located on the 1st Block of East Jordan Street

That the Board rescind its authorization for the sale of real property located on the 1st Block of East Jordan Street (Account Number 13-2091-000, Reference Number 00-0S-00-9010-018-118) to the bidder with the highest offer received at or above the minimum bid of \$95.00, in accordance with Section 46.134 of the Escambia County Code of Ordinances and authorize the refund of the amount paid (\$315.00) by the highest bidder toward the purchase of the property.

4. Recommendation Concerning Approval of Emerald Coast Utilities Authority's Request to Exercise its Power of Eminent Domain

That the Board adopt a Resolution approving the request of the Emerald Coast Utilities Authority (ECUA) to exercise its power of eminent domain.

5. Recommendation Concerning the Settlement of *Jacenta Walker v. Escambia County Office of Environmental Enforcement*, Case No.: 2010 CA 001107

That the Board approve funding \$37,500.00 of a \$47,500.00 settlement to Jacenta Walker for damages allegedly caused by Escambia County's demolition of a townhouse located adjacent to her own townhouse.

12. Items added to the agenda.
13. Announcements.
14. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1863

Item #: 6.

BCC Regular Meeting

Meeting Date: 01/05/2012

Issue: Recognition from the University of West Florida

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Special Recognition.

Recommendation: That the Board recognize Jeffrey "Chips" Kirschenfeld, Division Manager, Water Quality & Land Management Division, Community & Environment Department, who was granted the rank of Faculty Associate for his years of adjunct service to the University of West Florida (UWF) and its Department of Environmental Studies.

BACKGROUND:

Chips Kirschenfeld has been an adjunct professor at the UWF for over 20 years. He has taught courses in Microbial Bacteriology, Environmental Law, Coastal and Marine Ecosystems, Environmental Assessment, and Special Topics Seminar in Environmental Studies. Chips has directed over 50 student internships and independent studies that have supplemented classroom academic learning by providing students with "hand-on" work experience with Escambia County water quality improvement projects and water quality laboratory analysis. Chips has obtained over \$8 million dollar in grants from federal and state agencies to construct water quality improvement projects in Escambia County and provide funding for students to work on these projects. Chips has been a valuable liaison between Escambia County and the University of West Florida for environmental and water quality issues.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from UWF

21 November 2011

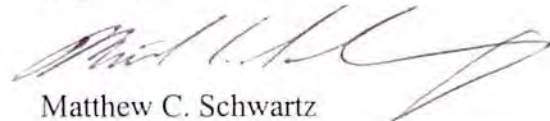
Matthew C. Schwartz
Department of Environmental Studies
University of West Florida
Pensacola, FL 32514

Dear Mr. Kirschenfeld:

I am pleased to inform you that you have been granted the rank of Faculty Associate for your years of adjunct service to the University of West Florida and its Department of Environmental Studies.

It is with sincere gratitude that I forward to you the certificate noting your new professional title. Thank you for your continuing service. The faculty, staff, and students continue to benefit from your willingness to share your experience.

Regards,



Matthew C. Schwartz



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1926

Proclamations Item #: 7.

BCC Regular Meeting

Meeting Date: 01/05/2012

Issue: Adoption of Proclamations

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the Proclamation proclaiming the third Friday of January 2012 as "Arbor Day" and encouraging the citizenry of Escambia County to plant, care for and protect trees in an effort to promote and enhance the well-being of this and future generations.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamation

PROCLAMATION

WHEREAS, the celebration of "Arbor Day" is an annual observance throughout the nation and world that represents an opportunity to take positive action to learn about trees and their role in our community through the promotion of proper tree planting and care; and

WHEREAS, "Arbor Day" is an opportunity to celebrate life and its interconnectedness with our environment, for neighbors to join together for the benefit of all, for communities to reach across barriers of income, geography, culture and politics to work for the common good; and

WHEREAS, certain existing trees are preserved and protected for today's residents and future generations; and

WHEREAS, Escambia County recognizes that trees provide social, environmental and economic benefits to our community by altering our environment through moderating climate, improving air quality, reducing stormwater runoff, conserving water, and sheltering wildlife; and

WHEREAS, trees provide fuel, beautify our community, render screening and privacy, reduce noise pollution and glare; and

WHEREAS, trees decrease energy costs, provide building materials, increase property values and enhance the economic vitality of business areas in which they are planted.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, joins other cities and counties throughout the State of Florida in proclaiming the third Friday of January 2012 as

"ARBOR DAY"

BE IT FURTHER PROCLAIMED, that the Board encourages the citizenry of Escambia County to plant, care for and protect trees in an effort to promote and enhance the well-being of this and future generations.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman
District One

Gene M. Valentino, Vice Chairman
District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, Chairman

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

Deputy Clerk

Adopted: January 5, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1834

Written Communication Item #: 8.

BCC Regular Meeting

Meeting Date: 01/05/2012

Issue: Environmental (Code) Enforcement Lien Relief – 3070 Melody Lane

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

November 17, 2011- Communication from Tiffani Wernick, Title Curative File Manager, Florida Default Law Group, P.L. Affiliate, requesting that the Board reduce the fines relative to a Code Enforcement Lien against property located at 3070 Melody Lane.

Recommendation: That the Board review and consider lien relief request made by Tiffani Wernick against property located at 3070 Melody Lane.

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:

May 22, 1996 The Office of Environmental Enforcement received complaint for overgrowth, trash and debris and house with broken windows.

July 22, 1996 Officer inspected property and found vacant house with broken window, trash, debris and overgrowth. Notice of violation was sent to owner at address listed by Escambia County Property Appraiser’s Office both regular and certified mail. Property was cited under the Nuisance Abatement Ordinance. Property was posted with a copy of the Notice of Violation.

On August 5, 1996 Certified notice sent to owner received and signed for by D. Willis.

Two more inspections conducted and violations remain.

September 4, 1996 The Office of Environmental Enforcement sent another notice of violation both regular and certified mail. Letter received on September 10, 1996.

October 15, 1996 Violations remain.

Inspection conducted on March 31, 1996 and violations remain.

July 14, 1997 Property abated by Escambia County in the amount of \$2,556.00. Total lien is \$2,931.00, \$2,556.00 abatement cost and \$375.00 administration fees.

Lien was filed with Official Records on August 8, 1997.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

Lien Amount

Abatement cost \$2,556.00

Administration cost \$375.00

TOTAL \$2,931.00

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

Attachments

3070 Melody Lane



ATTORNEYS AT LAW
9119 Corporate Lake Dr.
Suite, 300
Tampa, FL 33634
Phone 813-466-1196
Fax 813-902-6926

November 17, 2011

Sandra Slay
Department Manager
3363 West Park Place
Pensacola, FL. 32505

NOV 21 2011
RECEIVED

RE: Notice of Lien;

Property Address: 3070 MELODY LANE
Our File Number: G11034664

Dear Grisell:

Please accept this letter as a request for a reduced fine amount for the above referenced Lien. This property is in the process of foreclosure. I have included a copy of the recorded lien.

Please fax or email me at your earliest convenience. If you send by fax, please address to ATTN: Tiffani Wernick in order to insure correct distribution.

Please feel free to contact me if you have any questions.

Thank you for all your help. I really appreciate it.

Tiffani Wernick
Title Curative File Manager
Florida Default Law Group, P.L. Affiliate
Voice: 813-342-2200 ext 3907
Fax: 813-902-6926
Email: twernick@defaultlawfl.com

tw/ Enc

NOTICE OF LIEN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Re: Fason Funds, Inc.
3000 Melody Lane

THIS CLAIM, being hereby filed of record, a notice to remove nuisance having been provided and no contrary showing or abatement having occurred, please be advised that, the abatement of the nuisance at the property described below for violations of the provisions of Chapter 1-20.5 of the Escambia County Code of Ordinances (Or. No. 93-12) and Chapter 79-455, Laws of Florida, has resulted in the filing of a lien, including interest, and all cost of collection, including attorney fees, against the subject property and shall continue to be a lien against the subject property until paid.

Escambia County completed cleanup work on July 13, 1997 on property located at 3000 Melody Lane, Pensacola, Florida, and more particularly described in the Official Records of Escambia County, Florida in OR Book 3169 at page 129 as follows:

Begin at the Southeast corner of lot 6, Northerly along the East line 1228 feet 3 inches, Westerly parallel to the South line of lot 418 feet for Point of Beginning, continue same course 50 feet, Southerly 92 feet, Easterly 50 feet, Northerly 92 feet to the Point of Beginning, OR 1525 p 811. S/D of section. Section 9, Township 2 South, Range 30 West.

Escambia County has expended Two Thousand Nine Hundred Thirty-One and 00/100 Dollars (\$2,931.00) for the abatement of a nuisance injurious to health which, in addition to the cost of advertising, title search, and reasonable attorney's fee, includes removing an unsafe structure, removing all debris and litter from the parcel, and cutting down and removing all underbrush, thereby leveling the parcel to a natural grade at premises described in this Notice of Lien, and that such sum is a lien against the said property.

Additionally, the Board of County Commissioners hereby declares that the Lien and all cost of collection, together with attorney fees, including all publication and title information cost, may be paid without interest within 90 days of publication of notice of the recordation of this Lien, and thereafter the amount so fixed, together with interest at the rate of 8 percent per annum, for the first year and 6 percent thereafter, from the date of the record of said lien. This Lien shall be superior to all other liens except liens for taxes and other special assessment liens imposed by the County, and collection thereof shall be enforced as provided by law for the collection and enforcement of taxes and assessments levied upon real property.

This Notice of Lien has been approved by the Board of County Commissioners and the sum referenced herein shall be a lien against the real property from and after the 7th day of August, 1997 until paid.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: Thomas G. Benjamin
Thomas G. Benjamin, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
Ernie Lee Magaha
Deputy Clerk
(SEAL)

BCC Approved: August 7, 1997

RCD Aug 08, 1997 12:21 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-407863



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: 3070 Melody Lane
Property Owner: Fason Funds, Inc.
Original Complaint: Overgrowth, trash, debris and broken windows
EE Case #: CE 1996-06-0108

- 05/22/96** Received complaint for overgrowth, trash and debris and house with broken windows.
- 07/22/96** Officer inspected property and found vacant house with broken window, trash, debris and overgrowth. Notice of violation was sent to owner at address listed by Escambia County Property Appraiser's Office both regular and certified mail. Property was cited under the Nuisance Abatement Ordinance. Property was posted with a copy of the Notice of Violation.
- 08/05/96** Certified notice sent to owner received and signed for by D. Willis.
- 08/19/96** Violations remain.
- 08/26/96** Violations remain.
- 09/04/96** Sent another notice of violation both regular and certified mail. Letter received on 09/10/96.
- 10/15/96** Violations remain.
- 03/31/97** Violations remain.
- 07/14/97** Property abated by Escambia County in the amount of \$2,556.00. Total lien is \$2,931.00, \$2,556.00 abatement cost and \$375.00 administration fees.
- 09/08/97** Lien was filed with Official Records on August 8, 1997.

Lien amount	<u>Cost</u>
Administrative Cost	\$375.00
Abatement Fees	<u>\$2,556.00</u>
TOTAL	\$2,931.00
This amount does not include the Clerk's recording fees or interest.	



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-1920

Item #: 10.

BCC Regular Meeting

Meeting

Date: 01/05/2012

Issue: Committee of the Whole Recommendation.

From: Doris Harris

Recommendation:

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the C/W Workshop held December 15, 2011, recommends that the Board drop the discussion concerning the Subdivision Rezoning Process, but approve a provision for a separate fee structure for multiple-lot rezonings, if property owners, within a platted subdivision, apply for the same rezoning at the same time (C/W Item 4).



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-1915 **Clerk & Comptroller's Report** **Item #: 11. 1.**

BCC Regular Meeting

Meeting Date: 01/05/2012
Issue: Acceptance of Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. The following two Payroll Expenditures:

- (1) Pay date December 9, 2011, in the amount of \$2,225,499.29; and
- (2) Pay date December 22, 2011, in the amount of \$2,090,681.26;

B. The following four Disbursement of Funds:

- (1) December 1, 2011, to December 7, 2011, in the amount of \$14,103,996.49;
- (2) December 8, 2011, to December 14, 2011, in the amount of \$19,857,631.82;
- (3) December 15, 2011, to December 21, 2011, in the amount of \$44,064,680.75; and
- (4) December 22, 2011, to December 28, 2011, in the amount of \$437,559.74;

C. The Investment Report for month ended November 30, 2011; and

D. Budget Comparison Reports for two (2) months, or 16.67%, of Fiscal Year 2012, as follows:

- (1) Summarized, by fund, Budget to Actual Comparison as of November 30, 2011; and
- (2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of November 30, 2011.

Background:

Regarding the November 2011 Investment Report:

The total portfolio earnings for the month of November equaled \$137,850. The short term portfolio achieved an average yield of .30%. This yield should be compared to the benchmark of the Standard's & Poor's Government Investment Pool 30 Day index yielding .06%. The core portfolio achieved an average Yield to Maturity at Cost of 1.25% and should be compared to the benchmark of the Merrill Lynch 1 - 5 Yr. Treasury Index yielding .14%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

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: December 9, 2011

Check No:	\$0.00
Direct Deposits:	\$1,191,853.83
Total Deductions and Matching Costs:	\$1,033,645.46
Total Expenditures:	\$2,225,499.29

CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FL
 2011 DEC 9 PM 10:18



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: December 22, 2011

Check No:	\$0.00
Direct Deposits:	\$1,125,207.25
Total Deductions and Matching Costs:	\$965,474.01
Total Expenditures:	\$2,090,681.26

2011 PER 20 P 4: 03
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FL



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
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 COUNTY CIVIL
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 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:

12/01/11 to 12/07/11

DISBURSEMENTS

Computer check run of:

12/07/11 \$ 2,151,083.54

Disbursement By Wire:

Elected Official	\$ <u>6,871,369.25</u>
Preferred Governmental Claims	\$ <u>24,367.94</u>
Credit Card Purchases	\$ <u>32,267.49</u>
Perdido Key Chamber	\$ <u>24,908.27</u>
Investments	\$ <u>5,000,000.00</u>

Total Disbursement by Wire \$ 11,952,912.95

TOTAL DISBURSEMENTS \$ 14,103,996.49

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.

THE BOARD OF COUNTY COMMISSIONERS
 2011-12-08 AM 11:45
 Cheryl Maher



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:

12/08/11 to 12/14/11

DISBURSEMENTS

Computer check run of:

<u>12/14/11</u>	\$ <u>4,330,436.67</u>
<u>L-Vendor</u>	\$ <u>73,626.96</u>

Disbursement By Wire:

Debt Service Payment	\$ <u>241,291.25</u>
Preferred Governmental Claims	\$ <u>24,962.36</u>
Credit Card Purchases	\$ <u>5,871.42</u>
Civic Center	\$ <u>85,265.58</u>
Pensacola Bay Area Chamber	\$ <u>96,177.58</u>
Investments	\$ <u>15,000,000.00</u>

Total Disbursement by Wire \$ 15,453,568.19

TOTAL DISBURSEMENTS \$ 19,857,631.82

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.

THE BOARD OF
 COUNTY COMMISSIONERS
 2011 DEC 15 7:10:57
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

12/15/11 to 12/21/11

DISBURSEMENTS

Computer check run of:	<u>12/21/11</u>	\$ <u>3,653,455.53</u>
	<u>L-Vendor</u>	\$ <u>0.00</u>
Hand-Typed Checks:		\$ <u>9,114.87</u>
Disbursement By Wire:		
Preferred Governmental Claims	\$ <u>49,782.91</u>	
Dental Insurance	\$ <u>63,510.40</u>	
Credit Card Purchases	\$ <u>22,319.87</u>	
Aero Training & Rental, Inc	\$ <u>201,472.60</u>	
Parker Custom Built Homes, Inc.	\$ <u>75,880.13</u>	
Investments	\$ <u>39,989,144.44</u>	
Total Disbursement by Wire		\$ <u>40,402,110.35</u>
TOTAL DISBURSEMENTS		\$ <u><u>44,064,680.75</u></u>

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

THE BOARD OF
 COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FL
 2011 DEC 22 A 9:31



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:

12/22/11 to 12/28/11

DISBURSEMENTS

Computer check run of:

<u>12/28/11</u>	\$ <u>0.00</u>
<u>L-Vendor</u>	\$ <u>80,352.89</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>92,372.42</u>
Credit Card Purchases	\$ <u>25,313.86</u>
Aero Training & Rental, Inc	\$ <u>73,927.30</u>
Pensacola Bay Area Chamber	\$ <u>90,287.21</u>
Perdido Key Chamber	\$ <u>3,095.00</u>
Red Mountain Timberlands LLC	\$ <u>52,344.43</u>
Pensacola Sports Association	\$ <u>19,866.63</u>

Total Disbursement by Wire \$ 357,206.85

TOTAL DISBURSEMENTS **\$ 437,559.74**

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.



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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: December 21, 2011

SUBJECT: November 2011 Investment Report

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended November 30, 2011 as required by Ordinance 95-13.

The total portfolio earnings for the month of November equaled \$137,850. The short term portfolio achieved an average yield of .30%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .06%. The core portfolio achieved an average Yield to Maturity at Cost of 1.25% and should be compared to the benchmark of the Merrill Lynch 1 – 5 Yr. Treasury Index yielding .14%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

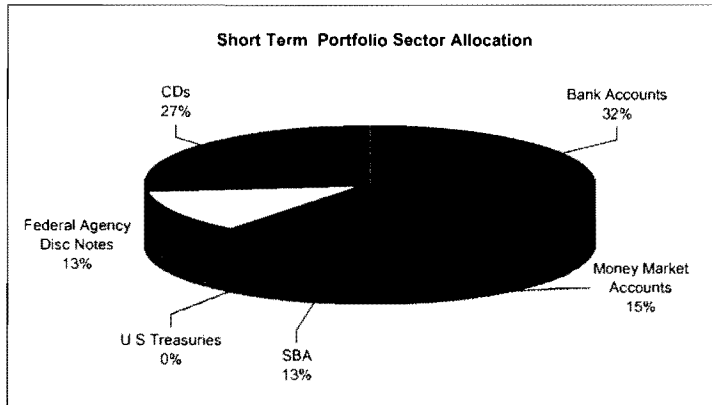
If you have any questions or comments, please do not hesitate to call me at 595-4825.

PLS/CM/nac

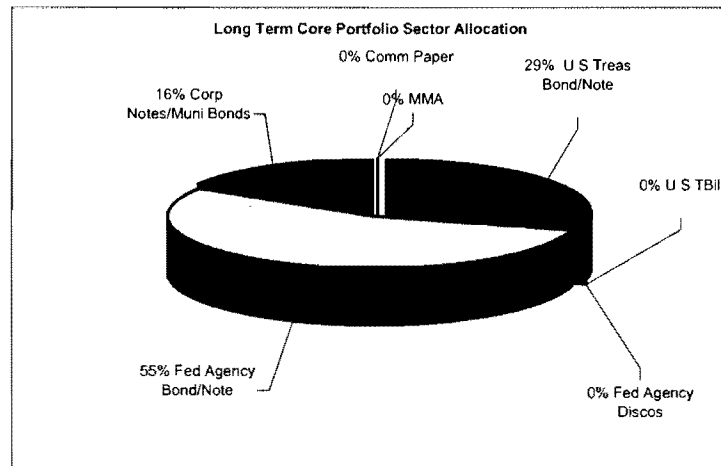


**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2011-2012
November 30, 2011**

PORTFOLIO COMPOSITION



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year)	Par Value	Market Value	Percent
Bank Accounts	\$ 25,324,797	\$ 25,324,797	32%
Money Market Accounts	11,815,568	11,815,568	15%
State Board of Administration	10,022,652	10,022,652	13%
U S Treasuries	-	-	0%
Federal Agency Discount Notes	10,000,000	9,999,780	13%
Certificates of Deposit	21,000,000	21,000,000	27%
Total Short Term Portfolio Assets:	\$ 78,163,017	\$ 78,162,797	100%
Short Term Portfolio Yield:	0.30%	YTD Earnings: 21,990	
Benchmark S&P GIP Index 30 Day:	0.06%		



LONG TERM CORE PORTFOLIO (Maturities > 1 Year):	Par Value	Market Value	Percent
US Treasury Bond/Notes	\$ 29,620,000	\$ 30,365,247	29%
US Treasury Bill	-	-	0%
Federal Agency Discount Notes	-	-	0%
Federal Agency Bond/Note	55,870,000	58,011,431	55%
Corporate Notes/Muni Bonds	16,255,000	17,045,667	16%
Commercial Paper	-	-	0%
Federated Govt Money Market Fund	98,348	98,348	0%
Total Managed CORE Assets:	\$101,843,348	\$105,520,693	100%
CORE Portfolio Yield to Maturity at Cost:	1.25%	YTD Earnings: \$ 232,076	
CORE Portfolio Yield to Maturity at Market:	0.68%		
Benchmark Merrill Lynch 1-3 Yr Treasury Index:	0.05%		
Benchmark Merrill Lynch 1-5 Yr Treasury Index:	0.14%		

Total Portfolio: \$ 180,006,365 \$ 183,683,491

Current Month Earnings: \$ 137,850

Year to Date Earnings: \$ 254,066

INVESTMENTS PORTFOLIO COMPOSITION
ESCAMBIA COUNTY, FLORIDA
November 30, 2011

CRI-1

Security Description	Purchase Date	Maturity Date	Interest or Coupon Rate	Yield to Maturity	Face Value	Market Value 11/30/2011	Book Value 11/30/2011	Actual Percentage	Portfolio Limit	Issuer Percentage	Issuer Limit
<u>BANK ACCOUNTS:</u>											
BANK OF AMERICA (DEPOSITORY)			0.30%	NA	24,550,402	24,550,402	24,550,402				
BANK OF AMERICA (SHIP)			0.30%	NA	703,861	703,861	703,861				
BANK OF AMERICA (DDA)			0.30%	NA	70,535	70,535	70,535				
TOTAL BANK ACCOUNT					25,324,797	25,324,797	25,324,797	32.40%			
BRANCH BANKING AND TRUST (MONEY MKT) ACCOUNT			0.24%	NA	11,714,269	11,714,269	11,714,269			14.99%	10.00%
SUNTRUST NOW (MONEY MKT) ACCOUNT			0.10%	NA	101,300	101,300	101,300			0.13%	10.00%
TOTAL MONEY MARKET ACCOUNT					11,815,568	11,815,568	11,815,568	15.12%	20.00%		
STATE BOARD OF ADMINISTRATION Acct #141071			0.26%	NA	10,022,652	10,022,652	10,022,652				
TOTAL STATE BOARD OF ADMINISTRATION					10,022,652	10,022,652	10,022,652	12.82%	50.00%		
<u>FEDERAL INSTRUMENTALITIES:</u>											
RBC-FHLMC	12/16/2010	12/12/2011	0.32%	0.33%	5,000,000	4,999,970	5,000,000				
RBC-FHLB	2/15/2011	2/8/2012	0.28%	0.28%	5,000,000	4,999,810	4,997,317				
TOTAL RBC					10,000,000	9,999,780	9,997,317			12.79%	25.00%
TOTAL FEDERAL INSTRUMENTALITIES					10,000,000	9,999,780	9,997,317	12.79%	100.00%		
<u>CERTIFICATES OF DEPOSITS:</u>											
COMPASS BANK	5/13/2011	2/13/2012	0.23%	0.23%	5,000,000	5,000,000	5,000,000				
COMPASS BANK	07/20/11	07/20/12	0.35%	0.35%	5,000,000	5,000,000	5,000,000				
COMPASS BANK	9/16/2011	6/15/2012	0.35%	0.35%	6,000,000	6,000,000	6,000,000				
TOTAL COMPASS BANK					16,000,000	16,000,000	16,000,000		See Above	20.47%	10.00%
SERVISFIRST	8/25/2011	8/24/2012	0.45%	0.45%	5,000,000	5,000,000	5,000,000				
TOTAL SERVISFIRST BANK					5,000,000	5,000,000	5,000,000			6.40%	10.00%
TOTAL CERTIFICATES OF DEPOSITS					21,000,000	21,000,000	21,000,000	26.87%	20.00%		
TOTAL INVESTMENTS					78,163,017	78,162,797	78,160,334	100.00%			
INTEREST RECEIVABLE AS OF:	11/30/2011						23,203				
TOTAL EQUITY IN INVESTMENTS AS OF:	11/30/2011						78,183,538				
TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF:	11/30/2011						101,960,471				
TOTAL EQUITY IN INVESTMENTS AS OF:	11/30/2011						180,144,009				



Managed Account Issuer Summary

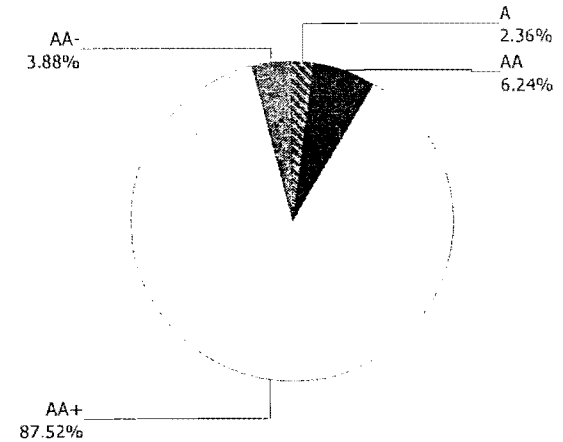
For the Month Ending November 30, 2011

ESCAMBIA COUNTY LONG TERM PORTFOLIO - 25000100

Issuer Summary

Issuer	Market Value of Holdings	Percent
DEERE & COMPANY	2,489,515.25	2.36
FANNIE MAE	22,235,324.00	21.09
FEDERAL FARM CREDIT BANKS	5,585,579.84	5.30
FEDERAL HOME LOAN BANKS	6,763,549.04	6.42
FREDDIE MAC	23,426,978.25	22.22
GENERAL ELECTRIC CO	3,891,829.56	3.69
MICHIGAN STATE	1,073,831.20	1.02
PROCTER & GAMBLE CO	3,012,981.00	2.86
SAN FRANCISCO CALIF CITY & CNTY (AMBAC)	2,462,804.00	2.34
UNITED STATES TREASURY	30,365,246.79	28.80
WAL-MART STORES INC	4,114,706.25	3.90
Total	\$105,422,345.18	100.00%

Credit Quality (S&P Ratings)





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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

RECEIVED
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 DEC 21 PM 12:51
 THE BOARD OF
 COUNTY COMMISSIONERS

DATE: December 21, 2011

SUBJECT: Budget Comparison Reports October 1, 2011 through November 30, 2011

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, Budget Comparison Reports for two (2) months, or 16.67%, of Fiscal Year 2012 as follows:

1. Summarized, by fund, Budget to Actual Comparison as of November 30, 2011.
2. Actual Revenue and Expenditure Comparison to the prior fiscal year as of November 30, 2011.

PLS/nac

Budget to Actual Summary Report
For the fiscal year 2012
as of November 30, 2011
2 months or 16.67% of Fiscal Year

CR I-1

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue		Total Expenditures		Difference
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget	2012 Actual Revenue	Percent Realized To Date	2012 Actual Expenditures	Percent Expended To Date	Gain/(Use) of Fund Balance ¹
001 General Fund	\$ 173,665,332	\$ 730,021	\$ 1,485,581	\$ 175,880,934	\$ 18,914,372	11%	\$ 26,124,497	15%	(\$7,210,125)
101 Esc. County Restricted	293,382	21,080	16,128	330,590	46,940	14%	31,154	9%	15,786
102 Economic Development	2,765,000	131,438	0	2,896,438	143,783	5%	233,333	8%	(89,550)
103 Code Enforcement	2,188,239	0	0	2,188,239	324,627	15%	323,111	15%	1,516
104 Mass Transit	9,030,374	0	0	9,030,374	1,172,741	13%	178,982	2%	993,759
106 Mosquito Control	18,396	0	0	18,396	31	0%	1,680	9%	(1,649)
108 Tourist Promotion	5,758,178	2,597,408	25,000	8,380,586	2,334,641	28%	996,623	12%	1,338,018
110 Grants Fund	8,728,639	2,115,213	5,241,168	16,085,020	699,473	4%	1,322,613	8%	(623,140)
112 Disaster Recovery	0	0	0	0	4,588	n/a	0	n/a	4,588
114 Misdemeanor Probation	2,330,518	0	0	2,330,518	412,572	18%	275,956	12%	136,616
115 Article V	3,322,595	89,951	0	3,412,546	290,918	9%	606,068	18%	(315,150)
116 Development Review Fees	255,250	0	0	255,250	31,769	12%	28,723	11%	3,046
117 Perdido Key Beach Mouse	0	0	0	0	205	n/a	0	n/a	205
120 SHIP	160,000	0	476,864	636,864	29,717	5%	58,393	9%	(28,676)
121 Law Enforcement Trust	0	0	0	0	937	n/a	0	n/a	937
124 Affordable Housing Grant	1,732,212	857,931	1,618,208	4,208,351	4,656	0%	75,195	2%	(70,539)
129 CDBG/HUD	5,580,335	577,605	190,466	6,348,406	551,568	9%	495,769	8%	55,799
130 Handicapped Parking	19,000	0	0	19,000	4,081	21%	1,579	8%	2,502
131 Family Mediation	100,000	0	0	100,000	184	0%	1,931	2%	(1,747)
143 Fire Protection Fund	11,186,061	0	0	11,186,061	2,183,637	20%	1,480,204	13%	703,433
145 E-911	1,448,750	17,500	241,004	1,707,254	1,517	0%	331,596	19%	(330,079)
146 HUD-CDBG Housing Rehab	50,000	0	0	50,000	129	0%	0	0%	129
147 HUD-Home Fund	4,416,006	10,000	46,660	4,472,666	384,492	9%	264,706	6%	119,786
151 Community Redevelopment	1,767,073	296,449	103,686	2,167,208	301,231	14%	109,461	5%	191,770
152 Southwest Sector	0	3,336,781	0	3,336,781	3,369	0%	22,286	1%	(18,917)
167 Bob Sikes Toll	2,707,500	0	0	2,707,500	377,112	14%	406,213	15%	(29,101)
175 Transportation Trust	19,870,212	909,488	193,496	20,973,196	2,974,340	14%	3,396,008	16%	(421,668)
177 StreetLighting and Road MSBU	748,553	0	0	748,553	181,365	24%	74,375	10%	106,990

Budget to Actual Summary Report
For the fiscal year 2012
as of November 30, 2011
2 months or 16.67% of Fiscal Year

CR I-1

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue		Total Expenditures		Difference
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget	2012 Actual Revenue	Percent Realized To Date	2012 Actual Expenditures	Percent Expended To Date	Gain/(Use) of Fund Balance ¹
181 Master Drainage	58,829	117,852	209,302	385,983	10,997	3%	42,572	11%	(31,575)
203 Debt Service	9,961,141	0	0	9,961,141	1,283,683	13%	168,111	2%	1,115,572
320 FTA Grants	0	0	2,878,562	2,878,562	472	0%	0	0%	472
333 New Road Construction	0	0	244,549	244,549	404	0%	0	0%	404
351 LOST II	0	4,765,306	11,026,748	15,792,054	20	0%	(35,884)	0%	35,904
352 LOST III	34,420,900	18,288,019	38,397,825	91,106,744	2,563,489	3%	4,495,350	5%	(1,931,861)
401 Solid Waste	19,342,566	0	7,719,608	27,062,174	1,692,949	6%	3,977,755	15%	(2,284,806)
406 Inspections	2,639,118	0	0	2,639,118	310,963	12%	380,275	14%	(69,312)
408 EMS	13,719,127	0	0	13,719,127	1,491,418	11%	2,121,943	15%	(630,525)
409 Civic Center	6,934,743	0	0	6,934,743	545,998	8%	1,948,006	28%	(1,402,008)
501 Internal Service Fund	26,131,936	0	0	26,131,936	4,550,380	17%	2,144,797	8%	2,405,583
TOTALS	\$ 371,349,965	\$ 34,862,042	\$ 70,114,855	\$ 476,326,862	\$ 43,825,768	9%	\$ 52,083,381	11%	

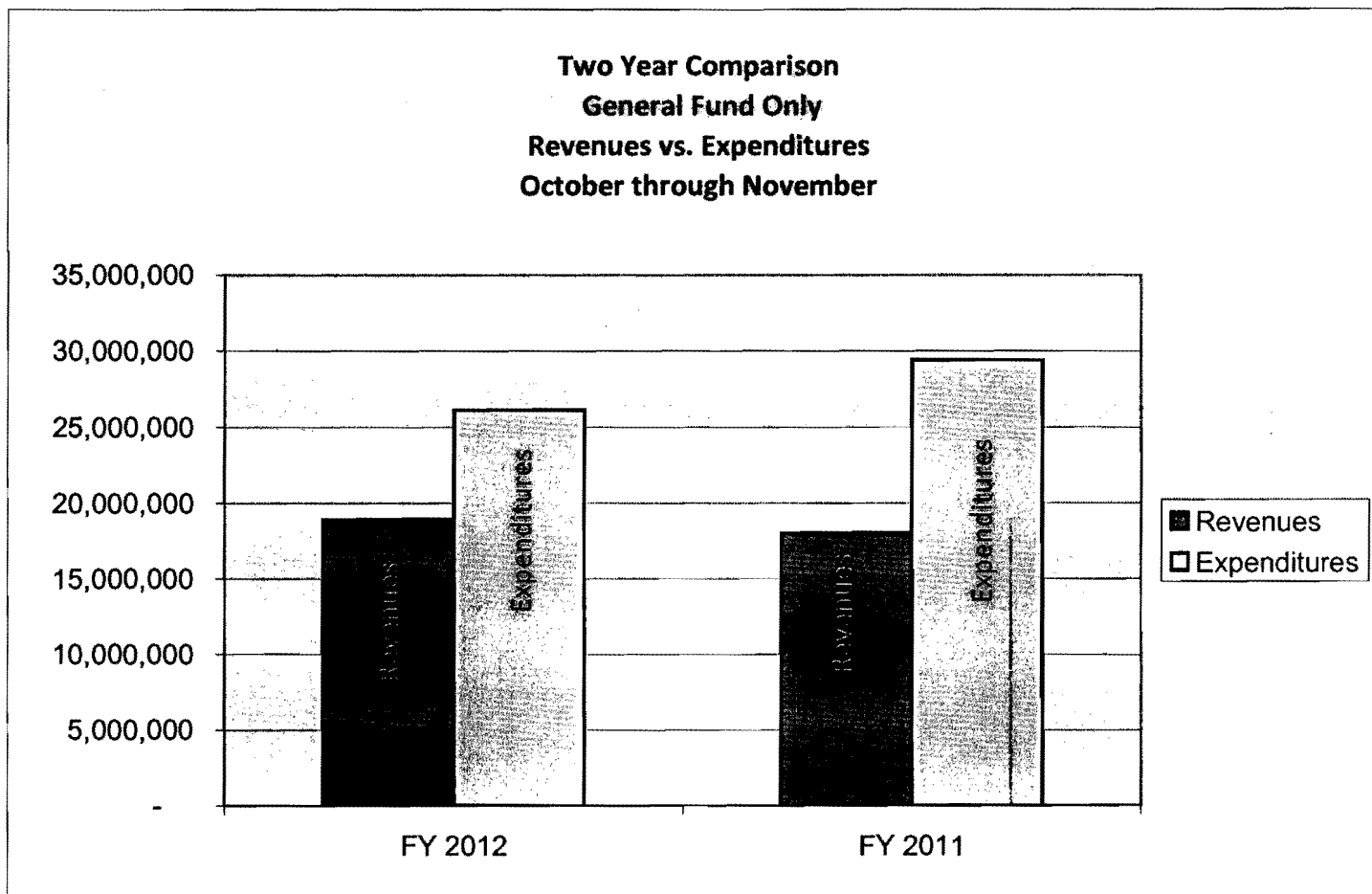
¹ This amount represents the affect on overall fund balance for each particular fund. If the amount is positive, it is adding to accumulated fund balance. If the amount is negative it indicates that current year revenue was not sufficient to meet current year expenditures and therefore fund balance is used.

**Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
For the fiscal year 2012
as of November 30, 2011
2 months or 16.67% of Fiscal Year**

Fund #	Fund Name	Actual Revenue Oct - Nov Fiscal 2012	Actual Revenue Oct - Nov Fiscal 2011	Incr/ -Dec from Fiscal 2011	Actual Expenditures Oct - Nov Fiscal 2012	Actual Expenditures Oct - Nov Fiscal 2011	Incr/ -Dec from Fiscal 2011
001	General Fund	\$ 18,914,372	\$ 18,014,972	5%	\$ 26,124,497	\$ 29,422,301	-11%
101	Esc. County Restricted	46,940	39,893	18%	31,154	50,716	-39%
102	Economic Development	143,783	306,174	-53%	233,333	3,202	7187%
103	Code Enforcement	324,627	361,543	-10%	323,111	256,092	26%
104	Mass Transit	1,172,741	1,164,648	1%	178,982	63,942	180%
106	Mosquito Control	31	48	-35%	1,680	-	100%
108	Tourist Promotion	2,334,641	801,650	191%	996,623	553,009	80%
110	Grants Fund	699,473	107,841	549%	1,322,613	95,713	1282%
112	Disaster Recovery	4,588	22,927	-80%	-	-	n/a
114	Misdemeanor Probation	412,572	413,807	0%	275,956	307,399	-10%
115	Article V	290,918	287,905	1%	606,068	489,126	24%
116	Development Review Fees	31,769	46,757	-32%	28,723	23,555	22%
117	Perdido Key Beach Mouse	205	247	-17%	-	-	n/a
120	SHIP	29,717	778	3720%	58,393	-	100%
121	Law Enforcement Trust	937	752	25%	-	-	n/a
124	Affordable Housing Grant	4,656	3,369	38%	75,195	205	36580%
129	CDBG/HUD	551,568	507,693	9%	495,769	304,553	63%
130	Handicapped Parking	4,081	2,736	49%	1,579	1,401	13%
131	Family Mediation	184	234	-21%	1,931	778	148%
143	Fire Protection Fund	2,183,637	1,791,606	22%	1,480,204	1,570,922	-6%

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
For the fiscal year 2012
as of November 30, 2011
2 months or 16.67% of Fiscal Year

Fund #	Fund Name	Actual Revenue Oct - Nov Fiscal 2012	Actual Revenue Oct - Nov Fiscal 2011	Incr/ -Dec from Fiscal 2011	Actual Expenditures Oct - Nov Fiscal 2012	Actual Expenditures Oct - Nov Fiscal 2011	Incr/ -Dec from Fiscal 2011
145	E-911	1,517	(1,047)	245%	331,596	275,145	21%
146	HUD-CDBG Housing Rehab	129	81	59%	-	-	n/a
147	HUD-Home Fund	384,492	410,804	-6%	264,706	346,762	-24%
151	Community Redevelopment	301,231	321,373	-6%	109,461	154,019	-29%
152	Southwest Sector	3,369	4,468	-25%	22,286	-	n/a
167	Bob Sikes Toll	377,112	389,460	-3%	406,213	410,483	-1%
175	Transportation Trust	2,974,340	2,946,264	1%	3,396,008	2,656,863	28%
177	StreetLighting and Road MSBU	181,365	176,914	3%	74,375	87,501	-15%
181	Master Drainage	10,997	8,511	29%	42,572	98,964	-57%
203	Debt Service	1,283,683	1,299,432	-1%	168,111	94,808	77%
320	FTA Grants	472	532	-11%	-	-	n/a
333	New Road Construction	404	895	-55%	-	19,843	n/a
351	LOST II	20	8,934	-100%	(35,884)	1,551,041	-102%
352	LOST III	2,563,489	2,622,640	-2%	4,495,350	2,112,495	113%
401	Solid Waste	1,692,949	1,903,247	-11%	3,977,755	475,159	737%
406	Inspections	310,963	270,584	15%	380,275	334,527	14%
408	EMS	1,491,418	1,431,653	4%	2,121,943	1,385,533	53%
409	Civic Center	545,998	280,283	95%	1,948,006	-	100%
501	Internal Service Fund	4,550,380	4,366,117	4%	2,144,797	2,195,494	-2%
	TOTALS	\$ 43,825,768	\$ 40,316,725	9%	\$ 52,083,381	\$ 45,341,551	15%





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-1916 **Clerk & Comptroller's Report** **Item #: 11. 2.**

BCC Regular Meeting

Meeting Date: 01/05/2012
Issue: Acceptance of Documents
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

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

That the Board accept, for filing with the Board's Minutes, the following five documents provided to the Clerk to the Board's Office:

A. *Modification Number Two to Subgrant Agreement between the Division of Emergency Management and Escambia County Board of County Commissioners*, which extends the term of the Agreement until October 11, 2012, as executed by the Chairman on November 22, 2011, based on the Board's July 9, 2009, approval of the Federally Funded Subgrant Agreement, and received in the Clerk to the Board's Office on December 9, 2011;

B. *The Pensacola-Escambia County Promotion and Development Commission, Pensacola, Florida, Financial Statements September 30, 2011*, with Independent Auditor's Report, as prepared and audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, and received in the Clerk to the Board's Office on December 13, 2011;

C. Closing documents relating to the sale of surplus property, located at 2900 Old Chemstrand Road, to Ascend Performance Materials, LLC, as approved by the Board on February 17, 2011, executed by the Chairman on December 8, 2011, and received in the Clerk to the Board's Office on December 13, 2011;

D. *The Financial Statements Escambia-Pensacola Human Relations Commission September 30, 2011 and 2010*, with Independent Auditor's Report, as prepared and audited by Brown Thornton ◆ Pacenta & Company, P.A., Certified Public Accountants, Business & Financial Consultants, and received in the Clerk to the Board's Office on December 19, 2011; and

E. Closing documents relating to the sale of surplus property, located at 7750 Mobile Highway, to Emerald Coast Utilities Authority, as approved by the Board on April 22, 2010, executed by the Chairman on December 21, 2011, and received in the Clerk to the Board's Office on December 21, 2011.

Attachments

CR I-2



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 12-09-2011

TO: Doris Harris, Deputy Clerk
BCC: 07-09-2009
CAR II-32 Modification Number Two to Subgrant Agreement between the
Division of Emergency Management and Escambia County Board
of County Commissioners

Please Initial and Date
Below on Line Provided

Shirley Gafford 12/9/11

Shirley Gafford, Program Coordinator, County Administration

Attached is the Clerk's Original for filing with the Board's
Minutes.

Thank you.

Doris Harris, Deputy Clerk

2011 DEC -9 P 2:07
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

Return This Cover Page & Documents (as applicable) to Shirley Gafford

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

31. Taking the following action concerning a Local Agency Program (LAP) Agreement with the State of Florida Department of Transportation (FDOT), for funding (not to exceed \$858,684), for a resurfacing project on CR 95A, from East Roberts Road to Nine Mile Road:

1857

- A. Approving the LAP Agreement between the FDOT and Escambia County, for a resurfacing project on CR 95A, from East Roberts Road to Nine Mile Road;
- B. Adopting a Resolution (*R2009-142*) authorizing the execution of the LAP Agreement; and
- C. Authorizing the Chairman to sign the LAP Agreement and Resolution for this project.

32. Taking the following action concerning a Federally Funded Subgrant Agreement, Contract Number: 10HM-28-01-27-01-001, CFDA Number: 97.039, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Maplewoods Drainage Project (Funding Source: Escambia County's 25% construction cost match is available in Fund 352, "[*Local Option Sales Tax*] LOST III," Account 210107/56301, Project #09EN0093; this Hazard Mitigation Grant Program provides a reimbursement total of \$1,909,226, equivalent to 75% of the estimated construction cost and an additional administrative allowance):

1857

- A. Approving the Federally Funded Subgrant Agreement, Contract Number: 10HM-28-01-27-01-001, CFDA Number: 97.039, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners; and
- B. Authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents.

Doris Harris

From: Patty Sheldon [psheldon@escambiaclerk.com]
Sent: Monday, December 12, 2011 5:25 PM
To: 'Doris Harris'
Subject: FW: PEDC Audit
Attachments: PEDC STMT 2011 - COLOR Final.pdf

Doris,

Please include in the next Clerk's report for BOCC acceptance or reports given to the Clerk's to the Board's Office.

Thanks, patty

*Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
Administrator for Financial Services
Escambia County Clerk & Comptroller
work: 850-595-4825
fax: 850-595-4823
e-mail: psheldon@escambiaclerk.com*

From: Brian McBroom [mailto:bmcbroom@pensacolachamber.com]
Sent: Monday, December 12, 2011 4:33 PM
To: psheldon@escambiaclerk.com
Subject: PEDC Audit

Patty,

Please find attached the PEDC audit. Please let me know if you have any questions, or need anything additional.

Thanks,
Brian

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION**

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2011

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION**

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2011

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission
Pensacola, Florida

We have audited the accompanying financial statements of the governmental activities, the General Fund and the fiduciary fund of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") as of and for the year ended September 30, 2011, which collectively comprise the Commission's financial statements as listed in the table of contents. These financial statements are the responsibility of the Commission's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the General Fund and the fiduciary fund of the Pensacola-Escambia County Promotion and Development Commission, as of September 30, 2011, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 8, 2011 on our consideration of the Pensacola-Escambia County Promotion and Development Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 6 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Commission's financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the financial statements. The schedule of expenditures of federal awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.



Pensacola, Florida
December 8, 2011

**Pensacola-Escambia County Promotion and Development Commission
Management's Discussion and Analysis
For the Year Ended September 30, 2011**

Our discussion and analysis of the Pensacola-Escambia County Promotion and Development Commission's (the "Commission") financial performance provides an overview of the Commission's financial activities for the fiscal year ended September 30, 2011. Please review it in conjunction with the Commission's financial statements.

FINANCIAL HIGHLIGHTS

- Total assets for the Pensacola-Escambia County Promotion and Development Commission increased by \$3,256,475 from 2010 due to the construction of the Technology Park. Liabilities had a similar increase of \$3,260,844, also due to the construction of the Technology Park.
- Deferred Compensation Fund net assets balance decreased approximately \$8,975, which represents a 14.6 percent decrease from 2010. The fluctuation is representative of two parts, first is a \$625 increase in asset value which is consistent with a minimal increase in stock market performance, the second is \$9,600 worth of normal monthly draws to result in the overall decrease in balance.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Assets and the Statement of Activities (on pages 7-8) provide information about the activities of the Commission as a whole and present a longer-term view of the Commission's finances. Fiduciary fund financial statements start on page 10.

Reporting on the Commission as a Whole

The Statement of Net Assets and the Statement of Activities

Our analysis of the Commission as a whole begins on the following page. One of the important questions asked about the Commission's finances is "Is the Commission as a whole better off or worse as a result of the year's activities?" The Statement of Net Assets and the Statement of Activities report information about the Commission as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the Commission's net assets and changes in them. You can think of the Commission's net assets, the difference between assets, what the Commission owns, and liabilities, what the Commission owes, as one way to measure the Commission's financial health, or financial position. Over time, increases or decreases in the Commission's net assets are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as continuing local government support to assess the overall health of the Commission.

**Pensacola-Escambia County Promotion and Development Commission
Management's Discussion and Analysis
For the Year Ended September 30, 2011**

Reporting the Commission's Funds

Fiduciary Fund Financial Statements

Our analysis of the Commission's fiduciary fund begins on the following page. The fund financial statements begin on page 10 and provide detail information about the Deferred Compensation Fund.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 12-17 of this report.

THE COMMISSION AS A WHOLE

The Commission's total net assets changed slightly from a year ago, decreasing approximately \$4,300 to \$335,827. Our analysis below focuses on the net assets (Table 1) and changes in net assets of the Commission's governmental activities.

**Table 1
Net Assets
(in thousands)**

	2010	2011
Cash and investments	\$ 329	\$ 326
Grant receivable	0	342
Due from County	11	15
Technology Park property	8,325	11,239
Total Assets	\$ 8,665	\$ 11,922
Accounts payable	\$ 0	\$ 5
Grant reimbursement payable	0	342
Technology Park payable – County	6,900	9,616
Technology Park payable – City	1,425	1,623
Total liabilities	8,325	11,586
Net Assets:		
Restricted	61	61
Unrestricted	279	275
Total net assets	340	336
Total Liabilities and Net Assets	\$ 8,665	\$ 11,922

**Pensacola-Escambia County Promotion and Development Commission
Management's Discussion and Analysis
For the Year Ended September 30, 2011**

Statement of Activities

Prior year revenue totaled \$270,516 versus current year revenue of \$270,629 for a variance of less than 1%.

Prior year expenses totaled \$260,231 versus current year expenses of \$274,998 for a variance of 6%.

Reporting on the Fiduciary Fund

Prior year investment income the Deferred Compensation Fund totaled \$4,006 versus current year investment income of \$625.

Prior year expenses and current year expenses both totaled \$9,600. The withdrawal amount does not change from year to year.

**Table 2
Final Budget versus Actual Results (GAAP Basis)
General Fund**

	Final Budget	Actual	Variance
Revenues:			
Intergovernmental	\$ 270,000	\$ 270,000	\$ 0
Investment income	500	629	129
Expenditures:			
Current - General government	\$ 270,500	\$ 274,998	\$ 4,498

Original versus Final Budget

The Commission did not have any changes to the intergovernmental revenue since the Commission was able to reasonably estimate the predicted revenue sources throughout the year. The Commission realized a slight drop in interest for the year, as the activity related to the Technology Park Project caused the cash balances to fluctuate throughout the year.

The variance in General Government expenditures can be attributed to a drop in expected expenditures for the foreign trade zones and funds being designated for future incentive payments.

**Pensacola-Escambia County Promotion and Development Commission
Management's Discussion and Analysis
For the Year Ended September 30, 2011**

ECONOMIC FACTORS

The economic development mission of the Commission remains constant. The Commission has a contract with a consulting firm for the Foreign Trade Zone that will handle all necessary required government filings. A fee schedule has been established that will cover the cost of the zone administration.

During 2008, the Commission took ownership of the property south of the Pensacola Civic Center from Escambia County and the City of Pensacola for purposes of developing it into a Technology Park Campus. Per an inter-local agreement between Escambia County, the City of Pensacola, the Community Redevelopment Agency ("CRA") and the Commission, the infrastructure for the project will be paid for by the Commission and reimbursable from a line of credit from Escambia County. The line of credit will be paid by using proceeds from the sale of lots on the campus. Any additional amount owed will be paid by the CRA through property taxes levied on the land.

The Commission's financial position dropped slightly from prior year to the current year due to undertaking additional projects.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the Commission's finances for all those with interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Pensacola Bay Area Chamber of Commerce, 117 W Garden Street, Pensacola, Florida 32502.



Brian McBroom, CPA, CIA
Chief Operating Officer

FINANCIAL STATEMENTS

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
STATEMENT OF NET ASSETS
SEPTEMBER 30, 2011**

ASSETS

	<u>General Fund</u>
Cash	\$ 325,827
Grant receivable	342,203
Due from County	15,003
Technology Park property	<u>11,238,638</u>
Total Assets	<u>\$ 11,921,671</u>

LIABILITIES AND NET ASSETS

Liabilities:	
Accounts payable	\$ 5,003
Grant reimbursement payable - County	342,203
Technology Park payable - County	9,615,760
Technology Park payable - City	<u>1,622,878</u>
Total liabilities	<u>11,585,844</u>
Commitments and Contingencies	--
Net Assets:	
Restricted	61,198
Unrestricted:	
Committed	66,259
Unassigned	<u>208,370</u>
Total net assets	<u>335,827</u>
Total Liabilities and Net Assets	<u>\$ 11,921,671</u>

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

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2011**

	General Fund
Revenue:	
Intergovernmental - City	\$ 120,000
Intergovernmental - County	150,000
Interest income	629
Total revenue	270,629
Expenses:	
Current -	
General government -	
Economic Development	153,665
Armed Services	34,000
Tourism Administration and Convention Committee	69,000
Administrative fees	8,000
Audit and accounting	6,500
Miscellaneous	3,833
Total expenses	274,998
Change in Net Assets	(4,369)
Net Assets, October 1, 2010	340,196
Net Assets, September 30, 2011	\$ 335,827

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

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2011**

	General Fund				Variance - Favorable (Unfavorable)
	Actual (GAAP Basis)	Adjustment to Budgetary Basis	Actual (Budgetary Basis)	Budget	
Revenue:					
Intergovernmental - City	\$ 120,000	\$	\$ 120,000	\$ 120,000	\$ -
Intergovernmental - County	150,000		150,000	150,000	-
Interest income	629		629	500	129
Grant revenue	-	1,163,984	1,163,984	2,000,000	(836,016)
Total revenue	<u>270,629</u>	<u>1,163,984</u>	<u>1,434,613</u>	<u>2,270,500</u>	<u>(835,887)</u>
Expenditures:					
Current -					
General government -					
Grant expenditures	-	1,163,984	1,163,984	2,000,000	836,016
Economic Development	153,665		153,665	147,500	(6,165)
Armed Services	34,000		34,000	34,000	-
Tourism Administration and Convention Committee	69,000		69,000	69,000	-
Administrative fees	8,000		8,000	8,000	-
Audit and accounting	6,500		6,500	6,500	-
Contractual services - Foreign Trade Zone	-		-	2,500	2,500
Miscellaneous	3,833		3,833	3,000	(833)
Total expenditures	<u>274,998</u>	<u>1,163,984</u>	<u>1,438,982</u>	<u>2,270,500</u>	<u>831,518</u>
Deficiency of Revenue Under Expenditures	<u>\$ (4,369)</u>	<u>\$ -</u>	<u>\$ (4,369)</u>	<u>\$ -</u>	<u>\$ (4,369)</u>

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

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
 AND DEVELOPMENT COMMISSION
 STATEMENT OF FIDUCIARY NET ASSETS
 SEPTEMBER 30, 2011**

ASSETS

	Deferred Compensation Fund <hr style="width: 100%;"/>
Investments	\$ 52,093 <hr style="width: 100%;"/>
Total Assets	\$ 52,093 <hr style="width: 100%;"/> <hr style="width: 100%;"/>

LIABILITIES AND NET ASSETS

Liabilities	\$ - <hr style="width: 100%;"/>
Net Assets:	
Held for retirement benefits	52,093 <hr style="width: 100%;"/>
Total net assets	52,093 <hr style="width: 100%;"/>
Total Liabilities and Net Assets	\$ 52,093 <hr style="width: 100%;"/> <hr style="width: 100%;"/>

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

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
STATEMENT OF CHANGES IN FIDUCIARY NET ASSETS
YEAR ENDED SEPTEMBER 30, 2011**

	<u>Deferred Compensation Fund</u>
Additions:	
Investment income	<u>\$ 625</u>
Deductions:	
Deferred Compensation Fund withdrawals	<u>9,600</u>
Change in Net Assets	(8,975)
Net Assets, October 1, 2010	<u>61,068</u>
Net Assets, September 30, 2011	<u><u>\$ 52,093</u></u>

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

NOTES TO FINANCIAL STATEMENTS

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2011**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. The Reporting Entity

The Pensacola-Escambia County Promotion and Development Commission (“the Commission”) was established by the Legislature of the State of Florida to promote and develop tourism and industry in Escambia County and in the City of Pensacola. The Commission is governed by a nine member board consisting of representatives of the Board of County Commissioners of Escambia County, the City of Pensacola City Council, the Town of Century and the Pensacola Bay Area Chamber of Commerce, Inc. The Commission is a joint venture of Escambia County and the City of Pensacola and is economically dependent on funding from these entities.

B. Measurement Focus, Basis of Accounting and Financial Statement Presentation

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

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on all of the nonfiduciary activities of the Commission. The Commission's fiduciary fund is not presented in the government-wide financial statements since by definition, the assets cannot be used to address activities or obligations of the Commission (i.e., the assets are being held for the benefit of retirees). Individual fund financial statements are provided for the fiduciary fund, even though it is excluded from the government-wide financial statements.

The basis of accounting refers to when revenues, expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are considered to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2011**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

There are no material differences between the accrual basis of accounting and the modified accrual basis of accounting in the Commission's financial statements. Accordingly, separate financial statements have not been prepared for the General Fund.

The Commission reports the following funds:

Governmental Funds

The General Fund is used to account for all financial resources except those required to be accounted for in another fund.

Fiduciary Funds

The Deferred Compensation Fund is an expendable trust fund used to account for assets held by the Commission in a fiduciary capacity for a former employee.

C. General Budget Policies

The Board approves total budget appropriations only. Management is authorized to transfer budget amounts between department and object codes. However, any revisions that alter the total appropriations must be approved by the Board. Therefore, the level of budgetary responsibility is by total appropriations.

Formal budgetary integration is employed as a management device during the year.

D. Budgetary Basis of Accounting

The budget is prepared in accordance with generally accepted accounting principles.

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

E. Restricted and Unrestricted Resources

When an expense is incurred for purposes for which both restricted and unrestricted resources are available, it is the Commission's policy to use restricted resources first, then unrestricted resources as they are needed. Within the unrestricted category, committed resources are used first, then assigned resources, if any, followed by unassigned resources as needed. The Commission establishes (and modifies or rescinds) net asset commitments by passage of a Board of Directors resolution.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2011**

NOTE 2 - CASH AND INVESTMENTS

The investment of surplus funds is governed by the provisions of Section 218.415, Florida Statutes, as to the types of investments that can be made. Investments authorized by the statute include:

- (a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01.
- (b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02.
- (d) Direct obligations of the U.S. Treasury.

The Commission has no investment policy that would further limit its investment choices.

Deposits:

Chapter 280, Florida Statutes, provides that deposits must be placed in a depository designated under the provisions of Chapter 136 and the regulations of the Department of Banking and Finance as a qualified public depository. As such, these deposits are considered to be fully insured.

The Commission's deposits at year end were entirely covered by federal depository insurance or pooled collateral held by the State Treasurer under the provisions of Chapter 280, Florida Statutes. At September 30, 2011, the carrying amount of the Commission's deposits was \$325,827 and the bank balance was \$846,623.

Investments:

Investments in the Deferred Compensation Fund are recorded at market value and consist of amounts held in a stock mutual fund. Market value of the investments at September 30, 2011 was \$52,093.

NOTE 3 - DEFERRED COMPENSATION PLAN

In previous years, the Commission offered its employees a deferred compensation plan that permitted employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or permanent disability. The plan presently has no active participants and one retired participant.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2011**

NOTE 3 - DEFERRED COMPENSATION PLAN (Continued)

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are (until paid or made available to the employee or other beneficiary) solely the property and rights of the Commission (without being restricted to the provisions of benefits under the plan), subject only to the claims of the Commission's general creditors. Participants' rights under the plan are equal to those of general creditors of the Commission in an amount equal to the fair market value of the deferred account for each participant. Deferred compensation plan assets are solely invested in a mutual fund, the Oppenheimer Capital Appreciation Fund Class A, and are recorded at market value.

NOTE 4 - TECHNOLOGY PARK

The Commission has entered into an interlocal agreement (the "Agreement") with Escambia County (the "County"), the City of Pensacola (the "City") and the Community Redevelopment Agency ("CRA") of the City of Pensacola to develop a Technology Park in downtown Pensacola. Pursuant to the Agreement, the County and the City conveyed certain property to the Commission with a fair value of \$6,900,000 and \$1,425,000, respectively.

This property was conveyed to the Commission subject to a right of re-entry if certain goals are not met; primarily related to timelines for infrastructure construction, grant funding, and subsequent lot sales. Also, the County and City will receive 83% and 17%, respectively, of the proceeds from sales of lots in the Technology Park.

If the total of all proceeds paid to the County and City is less than the appraised values above, the difference shall be paid to the County and City by the CRA from any revenues in its Urban Core Community Redevelopment Trust Fund directly accruing to and received from the Technology Park property.

Under the Agreement, the County is also providing funding to the Commission for the Technology Park infrastructure. If the Commission, as lead agency, does not receive grants to cover this funding, the County shall be reimbursed from proceeds from sales of lots in the Technology Park or, if necessary, by the CRA from any revenues in its Urban Core Community Redevelopment Trust Fund directly accruing to and received from the Technology Park property.

Infrastructure costs of \$2,913,638 are capitalized as of September 30, 2011, of which \$1,749,654 are funded by the County. Of this amount, \$15,003 is due from the County at September 30, 2011. The remaining infrastructure costs of \$1,163,984 are funded by a grant as more fully discussed in Note 7.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2011**

NOTE 4 - TECHNOLOGY PARK (Continued)

The following is a summary of the carrying value of the Technology Park property and the associated liabilities to the County and City as of September 30, 2011:

	<u>County</u>	<u>City</u>	<u>Total</u>
Initial land conveyance	\$ 6,900,000	\$ 1,425,000	\$ 8,325,000
Infrastructure funded by County	1,749,654		1,749,654
Infrastructure funded by grant	<u>966,106</u>	<u>197,878</u>	<u>1,163,984</u>
	<u>\$ 9,615,760</u>	<u>\$ 1,622,878</u>	<u>\$ 11,238,638</u>

NOTE 5 - NET ASSETS

Restricted net assets include \$61,198 contributed by the Emerald Coast Utilities Authority, which is restricted for economic development in the General Fund, and \$52,093 held for retirement benefits in the Deferred Compensation Fund.

Committed net assets include \$52,309 of funds for future commerce park marketing and/or improvements and \$13,950 of funds for incentives as local participation in a Qualified Target Industry (“QTI”) tax refund program.

NOTE 6 - CONDUIT DEBT

The Commission has issued industrial revenue bonds to provide financial assistance to the Florida Institute for Human and Machine Cognition, Inc. (“IHMC”) for the refinance of debt with the University of West Florida Foundation, Inc. The bonds are secured by the property financed and are payable solely from payments received from the underlying financing agreement. Upon repayment of the bonds, ownership of the acquired facilities transfers to IHMC. Neither the Commission, the City, the County, nor any political subdivision thereof is obligated in any manner for the repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. At September 30, 2011, the amount of outstanding bonds was \$3,982,193.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2011**

NOTE 7 - COMMITMENTS AND CONTINGENCIES

The Commission has engaged the Tourism Administration and Convention Committee, the Armed Services Committee, and the Economic Development Committee of the Pensacola Bay Area Chamber of Commerce, Inc. to promote tourism, military and economic development for the year ending September 30, 2012 for fees of \$69,000, \$34,000, and \$140,000, respectively. Additionally, the Commission has engaged the Pensacola Bay Area Chamber of Commerce, Inc. to perform administrative services for the year ending September 30, 2012 for a fee of \$8,000.

The Commission has committed to pay up to \$4,200 in the next year as local participation in a QTI tax refund program to attract certain new businesses to the Pensacola area. The State of Florida offers the QTI program as an inducement to new or expanding businesses that create new jobs in Florida paying above average wages. The amount actually paid, if any, will be contingent on the new businesses meeting certain hiring and wage goals.

As discussed in Note 4, the Commission entered into an interlocal agreement (the "Agreement") with Escambia County, the City of Pensacola and the Community Redevelopment Agency of the City of Pensacola to develop a Technology Park in downtown Pensacola. Pursuant to the Agreement, the City and County have a right of re-entry on the property if the following do not occur: (1) construction of the Technology Park is not commenced within 12 months or completed within 30 months of the date of the Agreement; (2) the Commission has not filed an application for a Public Works and Facilities Development Grant within 6 months or received approval of the application within 12 months of the date of the Agreement; (3) the Commission does not sell at least one lot within 12 months from the date that the Technology Park infrastructure is completed.

As of September 30, 2011, the status of these contingencies is as follows: (1) the construction of the infrastructure started during 2011; (2) the Commission has received approval for the Public Works and Facilities Development Grant; (3) the construction of the infrastructure has not been completed; therefore the Commission has not yet sold any of the Technology Park lots.

The Commission was awarded a Public Works and Facilities Development Grant through the EDA for construction of the Technology Park. The total grant award is \$2 million on an estimated total project cost of approximately \$3.7 million. The additional \$1.7 million in project costs not funded by the EDA grant will be funded by the County, as discussed in Note 4. The grant agreement sets forth certain reporting and compliance requirements, noncompliance with which could result in the return of funds to the grantor.

The Commission has engaged the West Florida Regional Planning Council (the "Council") to provide technical assistance in matters pertaining to the quarterly and annual reporting, financial status reporting, requests for reimbursement, and other administrative services as required by the EDA grant. Payment to the Council will total \$60,000 plus travel, advertising, and printing and duplication costs incurred, and is payable in four equal installments based on the project's percent of completion. The agreement will be funded by the County up to \$25,000. During 2011, the Commission paid \$30,000 to the Council.

SUPPLEMENTARY INFORMATION

PENSACOLA-ESCAMBIA DEVELOPMENT COMMISSION
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2011

Federal Grantor, Pass-through Grantor, Program or Cluster Title	CFDA Number	Contract/Grant Number	Federal Expenditures
<u>U.S. Department of Commerce</u>			
Economic Development Cluster			
Investment for Public Works and Economic Development Facilities	11.300	04-01-06149	<u>\$ 1,163,984</u>

OTHER REPORTS AND SCHEDULES

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

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission
Pensacola, Florida

We have audited the accompanying financial statements of the governmental activities, the General Fund and the fiduciary fund of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") as of and for the year ended September 30, 2011, which collectively comprise the Commission's financial statements and have issued our report thereon dated December 8, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

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

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

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified deficiencies in internal control over financial reporting, described in the accompanying schedule of findings and questioned costs that we consider to be significant deficiencies in internal control over financial reporting. Findings 11-1 and 11-2 in the accompanying schedule of findings and questioned costs describe the significant deficiencies. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Compliance and Other Matters

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

The Commission's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs as "Management's Response." We did not audit the Commission's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the Board of Directors, management, and the State of Florida Office of the Auditor General and is not intended to be and should not be used by anyone other than these specified parties.



Pensacola, Florida
December 8, 2011

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
WITH REQUIREMENTS THAT COULD HAVE A DIRECT
AND MATERIAL EFFECT ON EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE IN
ACCORDANCE WITH OMB CIRCULAR A-133**

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission
Pensacola, Florida

Compliance

We have audited the Pensacola-Escambia County Promotion and Development Commission's (the "Commission's") compliance with the types of compliance requirements described in the U.S. Office of Management and Budget ("OMB") *Circular A-133 Compliance Supplement* that could have a direct and material effect on the Commission's major federal program for the year ended September 30, 2011. The Commission's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to its major federal program is the responsibility of the Commission's management. Our responsibility is to express an opinion on the Commission's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Commission's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the Commission's compliance with those requirements.

In our opinion, the Commission complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2011.

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission

Internal Control Over Compliance

Management of the Commission is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the Commission's internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of the Board of Directors, management, and the State of Florida Office of the Auditor General and is not intended to be and should not be used by anyone other than these specified parties.



Pensacola, Florida
December 8, 2011

OTHER REPORTS AND SCHEDULES

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2011**

A. SUMMARY OF AUDITOR'S RESULTS

1. The auditor's report expresses an unqualified opinion on the financial statements of the Pensacola-Escambia County Promotion and Development Commission (the "Commission").
2. We noted two significant deficiencies in internal control related to the audit of the financial statements which are reported in the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. The deficiencies are not considered material weaknesses.
3. No instances of noncompliance material to the financial statements of the Commission, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs were reported in the Independent Auditor's Report on Compliance with Requirements that Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133.
5. The auditor's report on compliance for major federal award programs for the Commission expresses an unqualified opinion on all major federal programs.
6. Our audit disclosed no findings that are required to be reported in accordance with Section 510(a) of OMB Circular A-133.
7. The program tested as a major program was:

Investment for Public Works and Economic Development Facilities CFDA No. 11.300
8. The threshold used for distinguishing between Type A and B programs was \$300,000.
9. The Commission was not determined to be a low-risk auditee.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2011**

B. FINDINGS - FINANCIAL STATEMENT AUDIT

Finding 11-1: Segregation of Duties

Auditor's Comment:

As we have noted in previous audits, the lack of a formal office staff limits the extent of segregation of incompatible duties. The basic premise is that no one person should have access to both cash and the related accounting records or to all phases of a transaction. While it may not be economically feasible to hire staff simply to achieve adequate segregation of duties, we recommend that the Commission continue to take steps, wherever practicable, to improve segregation of duties. We also recommend that the Commission periodically reevaluate the controls to ensure that material weaknesses do not develop.

Management's Response:

Due to small size of the Chamber's office staff, there is a limited extent of separation of duties. While it is not economically feasible to hire additional staff, the Chamber has separated incompatible functions where it is deemed practical. This has reduced the likelihood of intentional or unintentional errors and irregularities.

Finding 11-2: Financial Reporting

Auditor's Comment:

During the audit, we proposed several audit adjustments to fully close out the books and to correct certain account balances. The incomplete condition of the accounting records was attributed to turnover in the accounting staff and time constraints on new personnel. As the new accounting personnel adjust to their roles, we recommend that their duties be reviewed and adjusted as necessary to ensure timely and accurate financial reporting.

Management's Response:

As the accounting staff continues to adjust to their new roles, duties will evolve to ensure efficiency and accuracy in the financial reporting for the Commission.

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS

There were no findings and questioned costs relating to the major federal award program which are required to be reported in accordance with OMB Circular A-133.

MANAGEMENT LETTER

To the Board of Directors
Pensacola-Escambia County Promotion
and Development Commission
Pensacola, Florida

We have audited the financial statements of the Pensacola-Escambia County Promotion and Development Commission (the "Commission"), whose headquarters is located in Pensacola, Florida, as of and for the fiscal year ended September 30, 2011, and have issued our report thereon dated December 8, 2011.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters, Independent Auditor's Report on Compliance with Requirements Applicable to each Major Federal Program and on Internal Control over Compliance, and Schedule of Findings and Questioned Costs. Disclosures in those reports and schedule, which are dated December 8, 2011, should be considered in conjunction with this management letter.

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

- Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Management has not considered it feasible to take corrective actions to address findings and recommendations related to segregation of duties made in the preceding annual financial audit report. Accordingly, the finding related to segregation of duties is repeated in the current Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
- Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the Commission complied with Section 218.415, Florida Statutes.

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission

- Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.
- Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address violations of provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)5., Rules of the Auditor General, provides that the auditor may, based on professional judgment, report the following matters that have an inconsequential effect on financial statements, considering both quantitative and qualitative factors: (1) violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse, and (2) deficiencies in internal control that are not significant deficiencies. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)6., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The official title for the Pensacola-Escambia County Promotion and Development Commission is disclosed in the notes to the financial statements. The Pensacola-Escambia County Promotion and Development Commission was established by Chapters 67-1365 and 89-481, Laws of Florida. There are no component units.
- Section 10.554(1)(i)7.a., Rules of the Auditor General, requires a statement be included as to whether or not the local governmental entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Commission did not meet any of the conditions described in Section 218.503(1), Florida Statutes.
- Section 10.554(1)(i)7.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the Commission for the fiscal year ended September 30, 2011, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2011. In connection with our audit, we determined that these two reports were in agreement.
- Pursuant to Section 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Commission's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission

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



Pensacola, Florida
December 8, 2011



**ESCAMBIA
COUNTY**

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk
FROM: *SGW* Stephen G. West, Assistant County Attorney
DATE: December 13, 2011
RE: Surplus Property Sale – 2900 Old Chemstrand Road to Ascend Performance Materials, LLC (BCC Approved 2/17/2011; CAR II-2)

The closing concerning the above-referenced property has been completed. I am providing the attached documents to you as the custodian of records as follows:

1. Copy of the recorded deed recorded in OR Book 6796 at pages 760-761.
2. Original Settlement Statement.
3. Original Agreement for Sale and Purchase.
4. Original Satisfaction of Conditions Precedent to Closing.

Please feel free to contact me if you should have any questions.

SGW:bjs

Attachments

cc: Patty Sheldon, Financial Services (w/o attach)
Dianne Taylor, Management & Budget (w/o attach)

RECEIVED
COMMISSIONERS
DEC 13 2011 3:07
CLERK OF COUNTY
ESCAMBIA COUNTY, FL.

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.



Doris Harris

From: Patty Sheldon [psheldon@escambiaclerk.com]
Sent: Monday, December 19, 2011 8:31 AM
To: 'Doris Harris'
Subject: FW: Esambia-Pensacola Human Relations Commission Audited Financials FY 10 11

Attachments: EPHRC Audit FY 10 11.pdf



EPHRC Audit FY 10
11.pdf (736 ...

Doris,

Could you please include in the next Clerk's report, this audited financial statement from the Human Relations Commission as a report given to the Clerk to the Board's Office/

Thanks, Patty

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

From: rhale@ephrc.org [mailto:rhale@ephrc.org]
Sent: Friday, December 16, 2011 11:18 AM
To: Patty Sheldon
Subject: Esambia-Pensacola Human Relations Commission Audited Financials FY 10 11

Good Morning

Attached is a copy of our audited financials for fiscal year 2010-2011. If you have any questions, please give Mr. Avant call at 437-0510. He will be returning to the office on Tuesday, December 27, 2011.

Happy Holidays
Rebecca

FINANCIAL STATEMENTS

**ESCAMBIA-PENSACOLA HUMAN
RELATIONS COMMISSION**

September 30, 2011 and 2010

2011 OCT 19 A 8:45
THE BOARD OF
HUMAN RELATIONS COMMISSIONERS

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**BROWN
THORNTON ♦ PACENTA
& Company, P.A.**

*Certified Public Accountants ·
Business & Financial Consultants*

Michael D. Thornton, Shareholder
Jan M. Pacenta, Shareholder
John R. Dunaway, Officer
Sean K. Quigley, Officer

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Escambia-Pensacola Human Relations Commission
Pensacola, Florida

We have audited the accompanying financial statements of the Escambia-Pensacola Human Relations Commission (the Commission) as of and for the years ended September 30, 2011 and 2010, as listed in the contents. These financial statements are the responsibility of the Commission's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Escambia-Pensacola Human Relations Commission as of September 30, 2011 and 2010, and the changes in financial position and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 12, 2011 on our consideration of Escambia-Pensacola Human Relations Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audits.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 through 6 and 16 through 18 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Brown Thornton Parent & Company, P.A.

December 12, 2011

MANAGEMENT'S DISCUSSION AND ANALYSIS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

September 30, 2011

This supplement to the Escambia-Pensacola Human Relations Commission's (the Commission) basic financial statements presents a narrative overview and analysis of the financial activities of the Commission's fiscal year ended September 30, 2011. Please read the information presented here in conjunction with the financial statements and notes to the financial statements that follow this section.

Financial Highlights

- ◆ The Commission's assets exceeded its liabilities, resulting in net assets at September 30, 2011 of \$15,230.
- ◆ During the year ended September 30, 2011, expenditures exceeded revenues, resulting in a decrease in net assets of \$10,437 for the Commission.

Overview of the Financial Statements

The statement of net assets presents information on the Commission's assets and liabilities and the difference between the assets and liabilities using accounting methods similar to those used by private sector companies. This is a useful way to measure the financial health of the Commission.

The statements of activities present information showing how the Commission's net assets changed during this fiscal year. All the current year's revenue and expenses are accounted for in the statements of activities, regardless of when cash is received or paid.

Notes to the Financial Statements

Notes provide additional information that is essential to a full understanding of the data provided in the financial statements.

MANAGEMENT'S DISCUSSION AND ANALYSIS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

September 30, 2011

Financial Analysis

The following condensed information comes from the Commission's financial statements from the last two years:

Condensed Statements of Net Assets

	<u>FY2011</u>	<u>FY2010</u>	<u>Change</u>
Assets	\$ 22,263	\$ 32,232	\$ (9,969)
Liabilities	<u>7,033</u>	<u>6,565</u>	<u>468</u>
Net Assets	<u>\$ 15,230</u>	<u>\$ 25,667</u>	<u>\$ (10,437)</u>
Unrestricted	\$ 13,678	\$ 22,064	\$ (8,386)
Invested in capital assets, net of related debt	<u>1,552</u>	<u>3,603</u>	<u>(2,051)</u>
Net Assets	<u>\$ 15,230</u>	<u>\$ 25,667</u>	<u>\$ (10,437)</u>

During the year ended September 30, 2011, the Commission's decrease in assets was primarily due to decreased prepaid expenses and cash as of September 30, 2011. Liabilities were substantively unchanged.

Condensed Statements of Activities

	<u>FY2011</u>	<u>FY2010</u>	<u>Change</u>
Revenues	\$ 270,287	\$ 237,284	\$ 33,003
Expenses	<u>280,724</u>	<u>228,271</u>	<u>52,453</u>
Increase (decrease) in net assets	<u>\$ (10,437)</u>	<u>\$ 9,013</u>	<u>\$ (19,450)</u>

The increase in revenues was primarily due to a new consulting contract with Maritime Park Development Partners, LLC. The increase in expenses was primarily due to an increase in contract labor expenditures.

MANAGEMENT'S DISCUSSION AND ANALYSIS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

September 30, 2011

Budgetary Highlights

The Commission's budget was revised during the year to reflect various changes in operations. The significant revisions are as follows:

- ◆ There were no significant changes in budgeted revenues during the year.
- ◆ There were no significant changes to budgeted expenditures during the year.
- ◆ Escambia County contributed office space including utility expenses to the Commission. The fair market value of the contributed office space was recorded as an in-kind contribution and was offset by an amount included in expenses.

Requests for Information

This financial report is designed to provide a general overview of the Commission's finances for those with interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Executive Director of the Escambia-Pensacola Human Relations Commission at 2257 Baylen St., Pensacola, FL 32501.

AUDITED FINANCIAL STATEMENTS

STATEMENTS OF NET ASSETS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

September 30, 2011 and 2010

	<u>ASSETS</u>	<u>2011</u>	<u>2010</u>
ASSETS			
Cash		\$ 13,678	\$ 17,575
Due from other governmental units		7,033	7,730
Prepaid expenses		.	3,324
Capital assets, net of depreciation		<u>1,552</u>	<u>3,603</u>
Total assets		22,263	32,232
 <u>LIABILITIES</u>			
LIABILITIES			
Accounts payable and accrued expenses		<u>7,033</u>	<u>6,565</u>
Total liabilities		7,033	6,565
 <u>NET ASSETS</u>			
NET ASSETS			
Unrestricted		13,678	22,064
Invested in capital assets, net of related debt		<u>1,552</u>	<u>3,603</u>
Total net assets		<u>\$ 15,230</u>	<u>\$ 25,667</u>

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

STATEMENTS OF ACTIVITIES

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Years Ended September 30, 2011 and 2010

	<u>2011</u>	<u>2010</u>
Operating revenue:		
Grant revenue - Escambia County	\$ 107,668	\$ 103,383
Grant revenue - City of Pensacola	79,000	96,738
Consulting fees	40,970	-
In-kind contributions of rent and utilities	29,824	24,949
Other	<u>12,825</u>	<u>12,214</u>
Total operating revenues	270,287	237,284
Operating expenses:		
Personnel services	173,450	158,099
Contract labor	31,890	-
Professional fees	14,250	13,500
Rent	6,329	4,852
In-kind expense of rent and utilities	29,824	24,949
Materials and supplies	6,994	10,131
Travel and vehicle costs	768	1,273
Dues and subscriptions	995	823
Communications	8,272	7,560
Community relations	300	250
Insurance	1,274	1,471
Repairs and maintenance	4,327	3,106
Depreciation	<u>2,051</u>	<u>2,257</u>
Total operating expenses	<u>280,724</u>	<u>228,271</u>
Operating income (loss)	(10,437)	9,013
Net assets at beginning of year	<u>25,667</u>	<u>16,654</u>
Net assets at end of year	<u>\$ 15,230</u>	<u>\$ 25,667</u>

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

STATEMENTS OF CASH FLOWS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Years Ended September 30, 2011 and 2010

	<u>2011</u>	<u>2010</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from governmental units	\$ 228,335	\$ 192,899
Cash received from other income	12,825	12,214
Cash payments to suppliers for goods and services	(72,075)	(46,290)
Cash payments for employees' services	<u>(172,982)</u>	<u>(158,221)</u>
Net cash provided (used) by operating activities	(3,897)	602
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Purchases of capital assets	<u>-</u>	<u>(1,300)</u>
Net cash used in capital and related financing activities	<u>-</u>	<u>(1,300)</u>
Net decrease in cash	(3,897)	(698)
Cash at beginning of year	<u>17,575</u>	<u>18,273</u>
Cash at end of year	<u>\$ 13,678</u>	<u>\$ 17,575</u>
RECONCILIATION OF INCOME FROM OPERATIONS TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating income (loss)	\$ (10,437)	\$ 9,013
Adjustments to reconcile income (loss) from operations to net cash provided (used) by operating activities:		
Depreciation expense	2,051	2,257
Decrease in due from governmental units	697	816
(Increase) decrease in prepaid expenses	3,324	(3,324)
Increase (decrease) in accounts payable and accrued expenses	468	(122)
Decrease in advances on grants	<u>-</u>	<u>(8,038)</u>
Net cash provided (used) by operating activities	<u>\$ (3,897)</u>	<u>\$ 602</u>

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

NOTES TO FINANCIAL STATEMENTS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Defining the Reporting Entity - The Governmental Accounting Standards Board (GASB) has established criteria to be used by a government in deciding what organizations should be included in the general purpose financial statements of that government. Escambia-Pensacola Human Relations Commission (the Commission), created on April 10, 1978 by an Interlocal Agreement as authorized by Chapter 163.01, Florida Statutes between Escambia County (County) and the City of Pensacola (City), is a joint venture between the County and City. The Commission is funded by grants from the County and City. The Commission is responsible for the promotion of fair treatment and equal opportunity for all citizens of the local community. There are no component units which should be considered for inclusion in these financial statements based on the GASB criteria.
2. Basis of Accounting - Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements.

The Commission recognizes revenues when they are earned and expenses when they are incurred.

3. Net Assets - The Commission reports equity as net assets in three components: "invested in capital assets, net of related debt", "restricted", and "unrestricted". The following explains each:

Invested in capital assets, net of related debt consists of capital assets, including restricted capital assets, reduced by accumulated depreciation and by any outstanding debt incurred to acquire, construct, or improve those assets.

Restricted net assets reports those net assets with limits on their use that are externally imposed (by creditors, grantors, contributors, or the laws and regulations of other governments) or that are imposed by the government's own constitutional provisions on enabling legislation.

Unrestricted net assets consist of all net assets that do not meet the definition of either of the other two components.

NOTES TO FINANCIAL STATEMENTS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

4. Capital Assets - Capital assets are stated at historical cost. The Commission capitalizes items with an estimated life exceeding one year and original cost greater than \$500. Depreciation is provided by using the straight-line method over the estimated useful lives of the assets ranging from 3-10 years.
5. Cash and Cash Equivalents - For the purposes of the statement of cash flows, the Commission considers all highly liquid debt instruments with an original maturity when purchased of three months or less to be cash equivalents. The Commission had no cash equivalents as of September 30, 2011 and 2010.
6. Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the period. Actual results could differ from these estimates.
7. Advertising Costs - Costs for advertising are expensed when incurred. Yellow Pages advertising costs of \$608 were charged to communication expense for the year ended September 30, 2010.
8. Application of FASB Pronouncements - The Commission applies all applicable Governmental Accounting Standards Board (GASB) pronouncements. Additionally, the Commission applies pronouncements of the Financial Accounting Standards Board and its predecessor bodies unless those pronouncements conflict with or contradict GASB pronouncements.
9. Operating and Non-Operating Revenues - The Commission receives grants from Escambia County and the City of Pensacola, consulting revenue from Maritime Park Development Partners, LLC, and contributions from individuals that are considered operating income.
10. Events Occurring After the Reporting Date - The Commission has evaluated events and transactions that occurred between September 30, 2011 and December 12, 2011, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

NOTES TO FINANCIAL STATEMENTS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE B - CASH

Monies which are placed on deposit with financial institutions in the form of demand deposit accounts, time deposit accounts, and certificates of deposit, are defined as public deposits. All of the Commission's public deposits are held in qualified public depositories pursuant to State of Florida Statutes, Chapter 280, "Florida Security for Public Deposits Act." Under the Act, all qualified public depositories are required to pledge eligible collateral having a market value equal to or greater than the average daily or monthly balance of all public deposits, times the depository's collateral pledging level. The Public Deposit Security Trust Fund has a procedure to allocate and recover losses in the event of a default or insolvency. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss thereof. Any losses to public depositors are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other qualified public depositories of the same type as the depository in default. Accordingly, these deposits are considered to be fully insured.

The carrying amounts of deposits at September 30, 2011 and 2010 were as follows:

	<u>Carrying Amount</u>	<u>Bank Balance</u>
2011	\$ 13,678	\$ 18,224
2010	\$ 17,575	\$ 28,140

NOTE C - DUE FROM OTHER GOVERNMENTAL UNITS

The amounts due from other governmental units of \$7,033 and \$7,730 were County reimbursements the Commission had not received as of September 30, 2011 and 2010, respectively.

NOTES TO FINANCIAL STATEMENTS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE D - CAPITAL ASSETS

The following table provides a summary of changes in capital assets consisting of furniture fixtures and equipment:

Year ended September 30, 2010:

Capital assets:	
Balance, beginning of year	\$ 15,774
Increases	1,300
Decreases	<u>-</u>
Balance, end of year	17,074
Accumulated depreciation:	
Balance, beginning of year	11,214
Increases	2,257
Decreases	<u>-</u>
Balance, end of year	<u>13,471</u>
Capital assets, net	<u>\$ 3,603</u>

Year ended September 30, 2011:

Capital assets:	
Balance, beginning of year	\$ 17,074
Increases	-
Decreases	<u>-</u>
Balance, end of year	17,074
Accumulated depreciation:	
Balance, beginning of year	13,471
Increases	2,051
Decreases	<u>-</u>
Balance, end of year	<u>15,522</u>
Capital assets, net	<u>\$ 1,552</u>

NOTES TO FINANCIAL STATEMENTS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE E - OPERATING LEASES

The Commission received an in-kind contribution of office space and utility expenses for the years ended September 30, 2011 and 2010. In-kind contributions are recorded at their fair values in the period received. Contributed rents were \$25,024 and \$23,449 and contributed utilities were \$4,800 and \$1,500 for the years ended September 31, 2011 and 2010, respectively. These amounts were reported on the statement of activities as "In-kind contributions of rent and utilities" and offset by operating expenses of an equal amount. Office equipment is also leased under leases classified as operating leases. Total rent expense for the years ended September 30, 2011 and 2010 was \$6,329 and \$4,852, respectively.

NOTE F - RISK MANAGEMENT

The Commission is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets, errors and omissions, injuries to employees, and natural disasters. The Commission is self-insured for potential risks of loss from employee use of non-owned automobiles. The Commission carries commercial insurance for risks of property loss and general liability. There were no material reductions in insurance coverage from the prior fiscal year and no claims resulting from these risks in the year ended September 30, 2011, nor did settlements exceed coverage for any of the past three fiscal years.

NOTE G - COMMITMENTS AND CONTINGENCIES

The Commission has received County and City grants. The disbursement of funds received under these programs is subject to review and audit by the grantor agencies. Any disbursements disallowed by these agencies could become a liability of the Commission.

NOTE H - EMPLOYEES' HEALTH INSURANCE

On-behalf payments by the County for Commission employees' health insurance for the years ended September 30, 2011 and 2010 amounted to \$29,446 and \$24,493, respectively. These amounts are included in personnel services expense in the statements of activities.

NOTE I - CONCENTRATION OF RISK

The Commission's services are funded primarily with grants from the County and the City. The Commission's ability to continue to provide the same level of services is dependent on continued funding from these sources.

REQUIRED SUPPLEMENTARY INFORMATION

BUDGETARY COMPARISON SCHEDULE

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Year Ended September 30, 2011

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	Variance with Final Budget Favorable (Unfavorable)
REVENUES				
Grant revenue - Escambia County	\$ 107,200	\$ 107,200	\$ 107,668	\$ 468
Grant revenue - City of Pensacola	79,000	79,000	79,000	-
Consulting fees	39,776	39,776	40,970	1,194
Other	<u>12,000</u>	<u>19,263</u>	<u>12,825</u>	<u>(6,438)</u>
 Total revenues	 237,976	 245,239	 240,463	 (4,776)
EXPENDITURES				
Personnel services	162,280	172,952	173,450	(498)
Professional fees	13,600	14,250	14,250	-
Rent	3,415	3,915	6,329	(2,414)
Materials and supplies	2,157	2,660	6,994	(4,334)
Travel and vehicle costs	1,220	766	768	(2)
Dues and subscriptions	724	932	995	(63)
Communications	7,000	7,930	8,272	(342)
Community relations	-	300	300	-
Contract labor	38,576	35,633	31,890	3,743
Insurance	1,800	1,274	1,274	-
Repairs and maintenance	1,870	4,627	4,327	300
Legal	1,500	-	-	-
Capital outlay	<u>934</u>	<u>-</u>	<u>-</u>	<u>-</u>
 Total expenditures	 <u>235,076</u>	 <u>245,239</u>	 <u>248,849</u>	 <u>(3,610)</u>
 Expenditures over revenues	 <u>\$ 2,900</u>	 <u>\$ -</u>	 <u>\$ (8,386)</u>	 <u>\$ (8,386)</u>

NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

BUDGETARY INFORMATION

Budget Policy and Practice

The Executive Director proposes an amended line item budget which is approved by the Commissioners and then submitted to the County and City for review. In accordance with the Interlocal Agreement with the County and the City, expenditures of funds must not exceed the approved budget and must be made in accordance with all applicable federal, state, and local laws and regulations.

Basis of Budgeting

The budget is integrated into the accounting system, and the budgetary data, presented with the financial statements, compares the expenditures in the basic financial statements with the amended budget amounts. The budget is presented on the modified accrual basis of accounting. Accordingly, the accompanying Budgetary Comparison Schedule presents actual expenditures on a basis consistent with the legally adopted budget as amended.

Material Violations

There were no material violations of the annual appropriated budget for the fiscal year ended September 30, 2011. An in-kind contribution of office space and utilities were included as revenue and expenditures. This in-kind contribution was provided to the Commission by Escambia County and is not considered a material violation of the budget.

Reconciliation of Budgetary Comparison Schedule to Statement of Activities

Expenditures over revenues - Budgetary Comparison Schedule	\$ (8,386)
Depreciation expense is not reflected in the Budgetary Comparison Schedule but is reported in the Statement of Activities	(2,051)
In-kind contributions reported in the Statement of Activities but not reported in the Budgetary Comparison Schedule	29,824
In-kind expenses reported in the Statement of Activities but not reported in the Budgetary Comparison Schedule	<u>(29,824)</u>
Change in net assets - Statement of Activities	<u>\$ (10,437)</u>

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

**BROWN
THORNTON ♦ PACENTA
& Company, P.A.**

*Certified Public Accountants
Business & Financial Consultants*

Michael D. Thornton, Shareholder
Jan M. Pacenta, Shareholder
John R. Dunaway, Officer
Sean K. Quigley, Officer

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

To the Board of Directors
Escambia-Pensacola Human Relations Commission
Pensacola, Florida

We have audited the financial statements of Escambia-Pensacola Human Relations Commission, as of and for the year ended September 30, 2011, and have issued our report thereon, dated December 12, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

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

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

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified a certain deficiency in internal control over financial reporting, described in the accompanying schedule of findings and responses that we consider to be a significant deficiency in internal control over financial reporting. (2011-1) A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control

that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Compliance and Other Matters

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

We noted certain additional matters that we reported to management of the Escambia-Pensacola Human Relations Commission in a separate letter dated December 12, 2011.

Escambia-Pensacola Human Relations Commission's response to the findings identified in our audit is described in the accompanying schedule of findings and responses. We did not audit the Commission's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the Board of Directors, management, Escambia County, the City of Pensacola, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties.

Braun Thornton Parents of Company, P.A.

December 12, 2011

SCHEDULE OF FINDINGS AND RESPONSES

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Year Ended September 30, 2011

FINDINGS - FINANCIAL STATEMENT AUDIT

SIGNIFICANT DEFICIENCIES

2011-1 - Overall Segregation of Duties

- ◆ **Criteria:** Internal controls should be put in place to provide adequate segregation of duties so that no one individual has custody of assets and access to the accounting records.
- ◆ **Condition:** Due to the limited number of people working in the office, many of the critical duties are combined and assigned to an available employee, such as access to checks, access to the general ledger, and the ability to create a new vendor in the accounting system.
- ◆ **Effect:** Due to the fact that incompatible duties are not adequately segregated, the potential exists for errors or irregularities to occur which would not be found or corrected in a reasonable time period.
- ◆ **Recommendation:** Due to budget constraints it is felt that the benefit of additional segregation of duties is outweighed by the cost of additional personnel required to segregate incompatible functions. We, therefore, recommend that the Board continue to utilize its members and another CPA firm to perform and review accounting matters as a compensating control.
- ◆ **Views of Responsible Officials:** The management of the Escambia-Pensacola Human Relations Commission concurs with the recommendation.

SCHEDULE OF FINDINGS AND RESPONSES
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Year Ended September 30, 2011

FINDINGS - PRIOR FINANCIAL STATEMENT AUDIT

SIGNIFICANT DEFICIENCIES

2010-1 - Overall Segregation of Duties

- ◆ **Criteria:** Internal controls should be put in place to provide adequate segregation of duties so that no one individual has custody of assets and access to the accounting records.
- ◆ **Condition:** Due to the limited number of people working in the office, many of the critical duties are combined and assigned to an available employee, such as access to checks, access to the general ledger, and the ability to create a new vendor in the accounting system.
- ◆ **Effect:** Due to the fact that incompatible duties are not adequately segregated, the potential exists for errors or irregularities to occur which would not be found or corrected in a reasonable time period.
- ◆ **Recommendation:** Due to budget constraints it is felt that the benefit of additional segregation of duties is outweighed by the cost of additional personnel required to segregate incompatible functions. We, therefore, recommend that the Board continue to utilize its members and another CPA firm to perform and review accounting matters as a compensating control.
- ◆ **Views of Responsible Officials:** The management of the Escambia-Pensacola Human Relations Commission concurs with the recommendation.

MANAGEMENT LETTER

**BROWN
THORNTON ♦ PACENTA
& Company, P.A.**

*Certified Public Accountants
Business & Financial Consultants*

Michael D. Thornton, Shareholder
Jan M. Pacenta, Shareholder
John R. Dunaway, Officer
Sean K. Quigley, Officer

MANAGEMENT LETTER

To the Board of Directors
Escambia-Pensacola Human Relations Commission
Pensacola, Florida

We have audited the financial statements of Escambia-Pensacola Human Relations Commission (the Commission) as of and for the fiscal year ended September 30, 2011, and have issued our report thereon dated December 12, 2011.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in those reports, which are dated December 12, 2011, should be considered in conjunction with this management letter.

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

1. Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address management letter findings and recommendations made in the preceding annual financial audit report, except as noted under the heading Prior Year Findings and Recommendations.

Prior Year Findings and Recommendations:

Automobile Insurance Coverage

Auditor's Comment:

Corrective actions have not been taken to address findings in prior year's Management Letters regarding business automobile insurance coverage which they Commission is required to carry by the Interlocal Agreement with Escambia County and the City of Pensacola. The Commission does not own an automobile, but it does have employees operating non-owned automobiles in the conduct of Commission business.

Management's response:

"The Escambia Pensacola Human Relations Commission, the (EPHRC) does not own a company vehicle which requires automobile coverage. Each employee with an automobile maintains individual vehicle insurance. The EPHRC has requested in the past and will continue to seek to have this area stricken from the Interlocal Agreement when meetings are held in preparation for the upcoming fiscal year 2011-2012. The EPHRC anticipated this revision in the past, but as of the balance sheet date of September 30, 2011, no such revision has been made to the Interlocal Agreement."

2. Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the Commission complied with Section 218.415, Florida Statutes.
3. Section 10.554(1)(i)3, Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any recommendations not included in the other auditor's reports.
4. Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address violations of provisions of contracts or grant agreement, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings except the finding in the preceding annual audit report addressed in item 1 above.

Findings and Recommendations:

Expenditures of funds exceeded approved budget

Auditor's Comment:

Certain actual expenditure amounts exceed the final approved budget amounts. The Commission's agreement with the city and county expressly state that the expenditure of funds must not exceed the approved budget. Although, the auditor believes the overall amount to be an immaterial violation, we recommend the Commission monitor the budget to actual to reduce the likelihood of a future material violation of the Interlocal agreement with the city and county.

Management's response:

"Management agrees and will monitor the expenses for present and future budget."

5. Section 10.554(1)(i)5., provides that the auditor may, based on professional judgment, report the following matters that have an inconsequential effect on the financial statements, considering both quantitative and qualitative factors: (1) violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse, and (2) deficiencies in internal control that are not significant deficiencies. In connection with our audit, we did not have any such findings.

6. Section 10.554(1)(i)6., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is included in Note A of the financial statements.
7. Section 10.554(1)(i)7.a., Rules of the Auditor General, requires a statement be included as to whether or not the local governmental entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Commission did not meet any of the conditions described in Section 218.503(1), Florida Statutes.
8. Section 10.554(1)(i)7.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the Commission for the fiscal year ended September 30, 2011, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2011. In connection with our audit, we determined that these two reports were in agreement.
9. Pursuant to Sections 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Escambia-Pensacola Human Relations Commission's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same. The assessment was done as of the end of the fiscal year.

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

Braun Thornton Pacenta & Company, P.A.


December 12, 2011



**ESCAMBIA
COUNTY**

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk

FROM: Brenda J. Spencer, Assistant to Stephen G. West, Assistant
County Attorney 

DATE: December 21, 2011

RE: Original Closing Documents / ECUA to Purchase Property
Located at the Equestrian Center (BCC approved 4/22/2010)

Attached please find the following original fully executed documents concerning the above-referenced matter:

1. Copy of the Deed recorded in OR Book 6800 at pages 330-331.
2. Original Settlement Statement.
3. Original Satisfaction of Conditions Precedent to Closing.

:bjs

Attachments

2011 DEC 21 PM 4:50
THE BOARD OF
COUNTY COMMISSIONERS

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-29. Approval of Various Consent Agenda Items – Continued

27. Taking the following action concerning the sale of 3.82 acres of real property, located at 7750 Mobile Highway, to Emerald Coast Utilities Authority (ECUA) for use as a water well site: 1809
- A. Declaring as surplus the property, owned by Escambia County, located at 7750 Mobile Highway, as described in Exhibit "B" (*to the Resolution*);
 - B. Adopting a Resolution (*R2010-72*) stating the application being made, purpose for which the property is to be used, and the sale price of \$216,500, plus closing costs;
 - C. Approving the sale of approximately 3.82 acres of real property, for \$216,500, which is the average of two appraisals, in accordance with the terms and conditions contained in the *Agreement for Sale and Purchase*; and
 - D. Authorizing the County Attorney to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the sale, without further action from the Board.

28. Taking the following action concerning the *Interlocal Agreement between Escambia County Board of County Commissioners and the City of Pensacola relating to the reconstruction of Schwab Drive* (Funding Source: Fund 351, Local Option Sales Tax II, Account 210105/56301, Project # 10EN0394): 1809
- A. Approving the Interlocal Agreement, which specifies \$34,000 in project costs for the Schwab Drive Reconstruction Project; and
 - B. Authorizing the Chairman or Vice Chairman to execute the Interlocal Agreement.



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-1917 **Clerk & Comptroller's Report** **Item #: 11. 3.**

BCC Regular Meeting

Meeting Date: 01/05/2012
Issue: Minutes and Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held December 8, 2011;
- B. Approve the Minutes of the first Attorney-Client Session held December 8, 2011;
- C. Approve the Minutes of the second Attorney-Client Session held December 8, 2011;
- D. Approve the Minutes of the Regular Board Meeting held December 8, 2011;
- E. Approve the Minutes of the Attorney-Client Session held December 15, 2011; and
- F. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 15, 2011.

Attachments

CR I-3

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA REVIEW
HELD DECEMBER 8, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:01 a.m. – 10:54 a.m.)

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

1. FOR INFORMATION: The agenda package for the 5:30 p.m., December 8, 2011, Regular Board Meeting, was reviewed as follows:
 - A. Shirley L. Gafford, Program Coordinator, County Administrator's Office, County Attorney Rogers, and Sandra "Sam" Slay, Code Enforcement Division Manager, reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. County Administrator Oliver, County Attorney Rogers, Shirley L. Gafford, Program Coordinator, County Administrator's Office, Joy D. Blackmon, Director, Public Works Department, James "Jim" Howes, Recycling Operations Manager, Solid Waste Department, Keith Wilkins, Director, Community & Environment Department, and Robert Turpin, Division Manager, Marine Resources, Larry M. Newsom, Assistant County Administrator, and Patricia L. Sheldon, Clerk & Comptroller's Administrator of Financial Services (Item II-6), reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report, with comments from R. Todd Harris, David B. Byrne III, and Brian Barr regarding Item II-1; and
 - F. Commissioner Robertson reviewed his add-on item.

AGENDA WORK SESSION: DECEMBER 8th, 2011

NAME

DEPARTMENT/AGENCY

1	Mike Wehner	
2	John Weber	FACILITIES MGT
3	Cody Brown	TRAFFIC
4	John Barr	P/W
5	W. J. Mann	P/W
6	LARRY GOODWIN	P/W
7	John Weber	HR
8	Larry Jorner	MBS
9	Brian Barr	
10	MARK MOCTOR	Leas Pyramiding law firm
11	DAVID McGeer	Heggs & Lane
12	ANDREW KENT	SARASOTA (CLEVELAND) : Land
13	Melinda Adams	STORMWATER
14	Lane Cruz	
15	Sandra Staley	ENV. ENFORCE
16	Burt Schmidt	SOLID WASTE
17	Swann Holt	SWM/PR/CE
18	Dennis Waters	John Bil Co. Co.
19	Jay Arroyo	Admin
20	Kenny Macdon	Veolia / ECAT
21	Michael Ake	Veolia
22	KEN WESTBROOK	Veolia
23	Marilyn Wesley	DCA
24	Rorden & Smith	CONSTRUCTION
25	Annex Barber	
26	David Byrne	McDonald Fleming
27	Parker Miller	Beasley Allen
28	John Trawick	Beasley Allen
29	Belinda deKozan	McDonald Fleming Moorhead
30		McDonald Fleming Moorhead

NAME

DEPARTMENT/AGENCY

1	Rhon Jones	Berilyn Allen
2	Keith Wilkins	C+E
3	Becky Azelton	BCC 04
4	Dean Kuschner	BCC-2
5	Janie Page	PNT
6	D. Simpson	Legal
7	L. Braywell	BCC 01
8	Robert Turpin	CE Dept
9	DAVID MISCOTE	IT
10	Jason Washley	Sigma
11	Bob Dennis	mbs/purchasing
12	Jim Sims	ECFR
13	Brandi Ziglar	PIO
14	Kelly Cooke	PIO
15	Cam Johnson	PIO
16	Vikki GARRETT	TPD
17	LLOYD KERR	ISSA
18	Michael Lowery	ECAT / ATU 1395
19	Jim HAWES	DSWM
20	Cheryl S. Watson	DSWM
21	Chris Westbrock	ECAT
22	Draw Holmyer	DSD
23	J. English	
24	Dean Stallworth	Comm. Affairs
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AGENDA WORK SESSION: DECEMBER 8th, 2011

NAME

DEPARTMENT/AGENCY

1	Shirley Gafford	CAO
2	Kate Bunn	Clerk + Comptroller
3	Patty Sheldon	clerk + Comptroller Finance
4	Deirdre Harris	Clerk to the Board
5	Poly O'Leary	County Administrator
6	Wilson Robertson	BCC
7	Gene Vugovits	BCC
8	Mare Young	BCC
9	Sam [unclear]	BCC
10	KEVIN W WHITE	Bcc
11	[unclear]	City Atty
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD DECEMBER 15, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:06 a.m. – 10:03 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1
Commissioner Gene M. Valentino, Vice Chairman, District 2
Commissioner Grover C. Robinson IV, District 4
Commissioner Marie K. Young, District 3
Commissioner Kevin W. White, District 5
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Shirley L. Gafford, Program Coordinator, County Administrator's Office
Doris Harris, Deputy Clerk to the Board

AGENDA NUMBER

1. Call To Order

Chairman Robertson called the Committee of the Whole (C/W) to order at 9:06 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on December 10, 2011, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule December 12-December 16, 2011, Legal No. 1547610*.

3. Escambia County Area Transit

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *2011 Annual Report, Escambia County Area Transit*, presented by Marilyn Wesley, Director, Community Affairs Department; and

- (1) Heard the request from Commissioner Robertson that staff provide, for discussion at the January C/W Workshop, the amount of revenue generated by bus bench and shelter advertising in the City of Pensacola; and

(Continued on Page 2)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

- (2) Heard the request from Commissioner Robinson that the Chairman, on behalf of the Board, send a letter to the Mayor of the City of Pensacola requesting that the City utilize bus bench and bus shelter advertising revenues in order to restore its funding contribution to the mass transit, and was advised by Commissioner Robertson that County Administrator Oliver will draft the letter; and

B. Board Direction – None.

4. Subdivision Rezoning Process

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, presented by T. Lloyd Kerr, Director, Development Services Department, and the C/W:

- (1) Heard the request Mr. Kerr for Board direction concerning the following Planning Board recommendations regarding a subdivision rezoning process:

- (a) Require 100% participation of the neighborhood/subdivision;
- (b) Approve that advertising and mailing costs relative to the rezoning be paid for by the County (costs above the collected fees will be paid by the applicant);
- (c) Require that plat revision and recording fees be paid by the applicant;
- (d) Approve minimum sign postings at all entrances; and
- (e) Permit up-zoning; and

- (2) Was advised by Mr. Kerr that there are several issues to consider concerning rezoning an entire subdivision (i.e. Harris Act claims if 100% of the subdivision does not participate, County fees, creation of nonconforming lots, and spot zoning); and

B. Board Direction – The C/W recommends that the Board drop the discussion concerning the Subdivision Rezoning Process, but approve a provision for a separate fee structure for multiple-lot rezonings, if property owners, within a platted subdivision, apply for the same rezoning at the same time.

Recommended 5-0

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Natural Gas Utility Service to Pensacola Beach

- A. Board Discussion – The C/W was advised by Commissioner Robertson that this item has been dropped from the agenda, and was advised by County Attorney Rogers that she will individually meet with the Commissioners to discuss the details of this matter; and
- B. Board Direction – None.

6. Timing Issues Concerning Collection of Ad Valorem Tax/Lease Fees

- A. Board Discussion – The C/W discussed timing issues concerning collection of ad valorem tax/lease fees for properties located on Pensacola Beach; and
- B. Board Direction – None.

ITEMS ADDED TO THE AGENDA – COMMISSIONER WILSON B. ROBERTSON

1. Escambia River Logjam

- A. Board Discussion – The C/W heard the request from Keith Wilkins, Director, Community & Environment Department, for Board direction concerning the removal of a logjam in Escambia River, and agreed to take no action at this time; and
- B. Board Direction – None.

AGENDA NUMBER – Continued

7. Adjourn

Chairman Robertson declared the C/W Workshop adjourned at 10:03 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1911 **Growth Management Report** Item #: 11. 1.

BCC Regular Meeting

Meeting Date: 01/05/2012
Issue: Review of the Rezoning Cases heard by the Planning Board on December 12, 2011
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on December 12, 2011

That the Board take the following action concerning the Rezoning Cases heard by the Planning Board on December 12, 2011:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2011-18 and Z-2011-19 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.: **Z-2011-18**
Location: 15 Becks Lake Rd
Property Reference No.: 14-1N-31-1001-000-002
Property Size: 9.39(+/-) acres
From: ID-CP, Commerce Park (cumulative) and GBD, Gateway Business District
To: ID-2, General Industrial District (noncumulative).
FLU Category: MU-S, Mixed Use Suburban
Commissioner District: 5
Requested by: Thomas Hammond, Agent for Cody Rawson of Black Gold of NW Florida,LLC.
Planning Board Recommendation: Approval
Speakers: Tom Hammond

2. Case No.: **Z-2011-19**
Location: 3910 W Navy Blvd
Overlay Area: C-3, Warrington Overlay
Property Reference No.: 38-2S-30-1000-170-006

Property Size: 2.82 (+/-) acres
From: C-1, Retail Commercial district (cumulative) (25 du/acre)
C-3, Warrington Commercial Overlay District
To: C-2, General Commercial and Light Manufacturing
District, (cumulative) (25 du/acre)
Future Land Use: C, Commercial
Commissioner District: 2
Requested by: Gregory Drake, Owner
Planning Board Recommendation: Approval
Speakers: Gregory Drake
Fred Gunther

BACKGROUND:

The above cases were owner initiated and heard at the December 12, 2011 Planning Board meeting. Under the Land Development Code (LDC) 2.08.00.E.1., “the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony.”

To further the County’s policy of “decreasing response time from notification of citizen needs to ultimate resolution,” the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month’s rezoning cases. This report item addresses only the review and upholding of the Planning Board’s recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning requests.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board.

Attachments

Z-2011-18

Z-2011-19

Z-2011-18

PLANNING BOARD REZONING HEARINGS - DECEMBER 12, 2011

IN AND FOR ESCAMBIA COUNTY, FLORIDA
 ESCAMBIA COUNTY PLANNING BOARD

Quasi-judicial proceedings held before the Escambia County Planning Board, on Monday, December 12, 2011, at the Escambia County Central Office Complex, 3363 West Park Place, First Floor, Pensacola, Florida, commencing at 8:30 a.m.

APPEARANCES

PLANNING BOARD:

WAYNE BRISKE, CHAIRMAN
 TIM TATE, VICE CHAIRMAN
 DOROTHY DAVIS
 STEVEN BARRY
 R. VAN GOODLOE
 KAREN SINDEL
 ALVIN WINGATE
 PATTY HIGHTOWER, SCHOOL BOARD MEMBER
 BRUCE STITT, NAVY REPRESENTATIVE
 STEPHEN WEST, ASSISTANT COUNTY ATTORNEY

DEVELOPMENT SERVICES BUREAU:

T. LLOYD KERR, AICP, BUREAU CHIEF
 HORACE JONES, DIVISION MANAGER, LONG RANGE PLANNING
 ALLYSON CAIN, URBAN PLANNER, DEVELOPMENTAL SERVICES
 JOHN FISHER, URBAN PLANNER, DEVELOPMENTAL SERVICES
 GENERAL PUBLIC

REPORTED BY: LINDA V. CROWE, COURT REPORTER

1 PROCEEDINGS
 2 MR. BRISKE: I'll call the meeting to order. I
 3 would like to ask Mr. Wingate to lead us in the
 4 Invocation and the Pledge, please.
 5 (Invocation and Pledge of Allegiance.)
 6 MR. BRISKE: Thank you, Mr. Wingate.
 7 MR. WINGATE: You're welcome.
 8 MR. BRISKE: This meeting of the Escambia
 9 County Planning Board for December 12, 2011 is
 08:36 10 hereby called to order. We do have all of our
 11 members, so we do have a quorum.
 12 I would like to ask the staff do we have proof
 13 of publication?
 14 MS. SPITSBERGEN: Yes, we do.
 15 MR. BRISKE: Does that publication meet all of
 16 the legal requirements.
 17 MS. SPITSBERGEN: Yes, sir, it does.
 18 MR. BRISKE: The Chair will entertain a motion
 19 to waive the reading of the legal.
 08:37 20 MS. SINDEL: So moved.
 21 MR. WINGATE: Second.
 22 MR. BRISKE: A motion and a second. All those
 23 in favor, say aye.
 24 (Board members vote.)
 25 MR. BRISKE: Opposed? The motion carries

TAYLOR REPORTING SERVICES, INCORPORATED

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5	<u>CASE NO: Z-2011-18</u>	10
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10	Presentation by Gregory Drake	22
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13	2. Eva Peterson	36
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16	Presentation of Maps and Photographs	53
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18	Presentation by Ms. Cain	55
19	Motion by Mr. Goodloe	60
20	Certificate of Reporter	61
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TAYLOR REPORTING SERVICES, INCORPORATED

1 unaniously.
 2 (Motion passed unaniously.)
 3 MR. BRISKE: At this hearing the Planning Board
 4 is acting under its authority to make
 5 recommendations to the Board of County Commissioners
 6 on rezoning applications. These hearings are
 7 quasi-judicial in nature. Quasi-judicial hearings
 8 are like evidentiary hearings in a court of law,
 9 however, they are less formal.
 08:37 10 All testimony will be given under oath and
 11 anyone testifying before the Planning Board may be
 12 subject to cross-examination.
 13 All documents and exhibits that the Planning
 14 Board considers will be entered into evidence and
 15 made part of the record.
 16 Opinion testimony will be limited to experts
 17 and closing arguments will be limited to the
 18 evidence in the record.
 19 Before making our decision, the Planning Board
 08:38 20 will consider the relevant testimony, the exhibits
 21 entered into evidence and applicable law.
 22 Each individual who wishes to address the
 23 Planning Board must complete a speaker request form
 24 which is located at the back of the chambers. We
 25 must have this information in order for you to

TAYLOR REPORTING SERVICES, INCORPORATED

PLANNING BOARD REZONING HEARINGS - DECEMBER 12, 2011

5

1 speak. You will not be allowed to speak unless we
 2 have a completed form. Please note that only those
 3 individuals who are present here today and giving
 4 testimony on the record at this hearing will be
 5 allowed to speak at the subsequent hearing before
 6 the Board of County Commissioners. No new evidence
 7 can be presented at the BCC meeting. Therefore, all
 8 testimony must be presented today.
 9 The Planning Board will provide a
 08:38 10 recommendation for each zoning request -- excuse me,
 11 each rezoning request to the Board of County
 12 Commissioners, which will review the testimony,
 13 documents and exhibits, consider all closing
 14 arguments and make a final decision. All decisions
 15 by the BCC are final. Anyone who wishes to seek
 16 judiciary review of a decision of the Board of
 17 County Commissioners must do so in a court of
 18 competent jurisdiction within 30 days of the date
 19 that the Board either approves or rejects the
 08:39 20 recommended order of the Planning Board.
 21 All written or oral communication outside of
 22 this hearing and with members of the Planning Board
 23 regarding any matters today under consideration are
 24 considered ex parte communications. Ex parte
 25 communications are presumed prejudicial under
 TAYLOR REPORTING SERVICES, INCORPORATED

6

1 Florida law and must be disclosed as provided in the
 2 Board of County Commission Resolution 96-13. As
 3 each case is heard, the Chair will ask that any
 4 Board members who have been involved in any ex parte
 5 communication please identify themselves and
 6 describe the communication.
 7 As required by Section 2.08.02.D of the
 8 Escambia County Land Development Code, the Planning
 9 Board's recommendation to the County Commissioners
 08:40 10 shall include the consideration of the six following
 11 criterion:
 12 A, consistency with the Comprehensive Plan,
 13 whether the proposed amendment is consistent with
 14 the Comprehensive Plan.
 15 B, consistency with the code, whether the
 16 proposed amendment is in conflict with any portion
 17 of the Land Development Code and is consistent with
 18 the stated purpose and intent of the Land
 19 Development Code.
 08:40 20 C, compatibility with surrounding uses, whether
 21 and to the extent to which the proposed amendment is
 22 compatible with existing and proposed uses in the
 23 area of the subject property.
 24 D, changed conditions, whether and to the
 25 extent to which there are changed conditions that
 TAYLOR REPORTING SERVICES, INCORPORATED

7

1 impact the amendment or property.
 2 E, effect on the natural environment, whether
 3 and to the extent to which the proposed amendment
 4 would result in significant adverse impacts on the
 5 natural environment.
 6 F, development patterns, whether and to the
 7 extent the proposed amendment would result in a
 8 logical and orderly development plan.
 9 At the beginning of each case, as long as there
 08:41 10 are no objections from the applicant, the staff will
 11 briefly present the location, zoning maps and
 12 photographs for the property. Next we'll hear from
 13 the applicant and any witnesses that they may wish
 14 to call. Then we will hear from the staff and any
 15 witnesses that they may wish to call. Finally, we
 16 will hear from members of the public who have filed
 17 a speaker request form.
 18 At this time I would like the court reporter to
 19 please swear in our staff members as expert
 08:42 20 witnesses in the area of land use and planning. And
 21 who will be testifying today, Lloyd, on behalf of
 22 the County?
 23 MR. KERR: Allyson Cain and John Fisher are
 24 going to do the rezoning petitions. I may.
 25 MR. BRISKE: So we'll swear in all three of
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8

1 you, please.
 2 (Lloyd Kerr, Allyson Cain and John Fisher
 3 sworn.)
 4 MR. BRISKE: Thank you. Board members, you've
 5 been previously given resumés and qualifications of
 6 these county employees to offer expert testimony in
 7 the area of land use and planning. Do any of you
 8 have any questions about these individuals'
 9 qualifications?
 08:42 10 (None.)
 11 MR. BRISKE: Hearing none, we will accept them
 12 into -- being experts in the area of land use and
 13 planning on behalf of the County.
 14 The rezoning hearing package for December 12,
 15 2011 with the staff's Findings-of-Fact has been
 16 previously provided to all the Board members. The
 17 Chair will entertain a motion to accept that hearing
 18 package with the staff's findings and the legal
 19 advertisement into evidence.
 08:43 20 MR. GOODLOE: So moved.
 21 MR. WINGATE: Second.
 22 MR. BRISKE: We have a motion and a second.
 23 All in favor?
 24 (Board members vote.)
 25 MR. BRISKE: Opposed? The motion carries.
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PLANNING BOARD REZONING HEARINGS - DECEMBER 12, 2011

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1 (The motion passed unanimously.)
 2 MR. BRISKE: The rezoning hearing package with
 3 the staff's Findings-of-Fact and the legal
 4 advertisement will be marked and included in the
 5 record for all of today's cases as Composite
 6 Exhibit A.
 7 (Composite Exhibit A, Rezoning Hearing Package,
 8 was identified and admitted.)
 9 (Transcript continues on Page 10.)
 08:43 10 * * *
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1 * * *
 2 CASE NO: Z-2011-18
 Location: 15 Becks Lake Road
 3 Parcel: 14-1N-31-1001-000-002
 From: ID-CP, Commerce Park (cumulative) and
 4 GBD, Gateway Business District
 To: ID-2, General Industrial District
 5 (noncumulative)
 FLU Category: MU-S, Mixed Use Suburban
 6 BCC District: 5
 Requested by: Thomas Hammond, Agent for Cody Rawson
 7 of Black Gold of NW Florida, LLC
 8 MR. BRISKE: We have two cases today. The
 9 first rezoning request is an application Z-2011-18,
 08:43 10 15 Becks Lake Road, from ID-CP GBD to ID-2.
 11 Members of the Board, I will ask each of you
 12 individually has there been any ex parte
 13 communication between you and the applicant, the
 14 applicant's agents, attorneys or witnesses or with
 15 fellow Planning Board members or anyone from the
 16 general public prior to this hearing? I'll also ask
 17 you to disclose whether you visited the subject
 18 property, and also disclose if you are a relative,
 19 business associate of the applicant or the
 08:44 20 applicant's agent. And we'll start off with Bruce.
 21 MR. STITT: I have had no ex parte
 22 communications.
 23 MS. HIGHTOWER: No to all the above.
 24 MR. GOODLOE: No to all the above.
 25 MR. BARRY: No communication.

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1 MR. BRISKE: The Chairman, none.
 2 MR. TATE: None.
 3 MS. DAVIS: No, in each case.
 4 MR. WINGATE: I visited the subject property.
 5 MS. SINDEL: No communications. I have visited
 6 the subject property.
 7 MR. BRISKE: Thank you.
 8 Staff members, has the notice of the hearing
 9 been sent to all interested parties?
 08:44 10 MS. SPITSBERGEN: Yes, sir, it has.
 11 MR. BRISKE: Was that hearing notice also
 12 posted on the subject property?
 13 MS. SPITSBERGEN: Yes, sir, it was.
 14 MR. BRISKE: Thank you. If there's no
 15 objection from the applicant, we will now ask the
 16 staff to present the maps and the photographs for
 17 Case Z-2011-18.
 18 MR. WEST: Mr. Chairman?
 19 MR. BRISKE: Yes.
 08:45 20 MR. WEST: Before we get going, I just had a
 21 short issue I wanted to raise with the Board to make
 22 sure that everyone was aware of it. Procedurally
 23 there's the cart before the horse kind of situation
 24 with this first rezoning case. Staff's findings and
 25 your decision will be to some extent based on a

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1 Future Land Use change that hasn't occurred yet.
 2 Ideally, you would like to have the Future Land Use
 3 issue resolved and approved by the Board of County
 4 Commissioners, but this board won't even see it
 5 until later in the meeting, so it's a very awkward
 6 way to proceed, but I just wanted to make the Board
 7 aware of that. I'm not sure what is the most
 8 practical way to handle it, but that is a concern I
 9 have.
 08:46 10 MR. BRISKE: Okay. Would you recommend that we
 11 address the other issue first?
 12 MR. WEST: Well, again, I don't know what is
 13 the easiest way to handle this. If you do proceed
 14 with the rezoning first, I think you will have to
 15 presume that the Future Land Use change is approved
 16 and make it very clear in your motion that if you do
 17 approve the rezoning that it is based on that
 18 assumption.
 19 MR. BRISKE: That would be proper if we did
 08:46 20 that in the motion?
 21 MR. WEST: Well, again, the most proper way to
 22 handle it would be to let the Future Land Use change
 23 go all the way through the process and get approved
 24 by the Board of County Commissioners and then deal
 25 with the rezoning, but the applicant has asked to

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PLANNING BOARD REZONING HEARINGS - DECEMBER 12, 2011

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1 have this all in the same meeting.
 2 MR. BRISKE: Okay, pleasure of the Board.
 3 MS. DAVIS: I have a question. Does this mean
 4 that we're looking at the same thing later on
 5 afterwards in the regular board, the same thing?
 6 MR. WEST: It is the same property, but it's
 7 two different issues. You will be considering a
 8 rezoning -- if this first case goes forward, you
 9 will be considering a rezoning. The Future Land Use
 08:47 10 change will be heard later in the meeting.
 11 MS. DAVIS: Our meeting?
 12 MR. WEST: This meeting. It's later in the
 13 agenda.
 14 MR. BARRY: I don't have a problem moving
 15 forward with the contingency, Mr. Chairman.
 16 MR. GOODLOE: Mr. Chairman, I would like to ask
 17 the staff based upon what we've just heard from the
 18 legal review why the staff has brought this forward
 19 at this time vice following the normal procedures?
 08:48 20 MR. KERR: If I could, there has been occasion
 21 in the past when the Planning Board has considered
 22 rezonings prior to the adoption of a Comp Plan
 23 amendment or at the same time or we run them
 24 concurrently. As Mr. West just pointed out, it is a
 25 little unusual. Typically, you would run the
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1 Comprehensive Plan amendment first and then come
 2 back and do the zoning, but it is possible to do
 3 them at the same time. It's a matter of -- some of
 4 it has to do with the timing, but I think it is
 5 possible that you can -- it is possible that you can
 6 do that.
 7 MR. GOODLOE: So this is not a precedent?
 8 MR. KERR: No, this is not a precedent. We
 9 have done this before in the past and there is a
 08:48 10 provision in the Comp Plan that allows us to do
 11 concurrent zoning, concurrently with small scale
 12 amendments.
 13 MR. JONES: I need to be sworn. I need to add
 14 something.
 15 MR. BRISKE: Let's have your -- let's get you
 16 sworn in first and then have your name and
 17 everything for the record.
 18 (Horace Jones sworn.)
 19 MR. BRISKE: If you will, state your name and
 08:49 20 position for the record.
 21 MR. JONES: Horace Jones, Division Manager.
 22 Also, due to the new pending legislation that was
 23 passed by HB7027, there's a provision in the Florida
 24 Statutes that says a small scale amendment can run
 25 concurrently with the rezoning. That was a new
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1 provision that was implemented in the new Florida
 2 Statutes. So it says specifically that it can run
 3 concurrently.
 4 MR. TATE: Question, point of order in some
 5 regard, does it matter in that legislation which
 6 goes first? When you say concurrent, we simply
 7 can't do it concurrent, but we can do it one or the
 8 other, but it doesn't matter.
 9 MR. JONES: It doesn't matter. Also, in
 08:50 10 speaking with Anna Richmond, our DEO point person,
 11 she stated affirmatively, Horace, because of the
 12 small scale map amendment is strictly handled
 13 because of the size of it, is strictly handled by
 14 the local governing body now because of new
 15 legislation. They put the small scale, because of
 16 the size, in the hands of the local governing body.
 17 She said, Horace, it's strictly up to the governing
 18 body. According to Anna Richmond, our DEO contact,
 19 she stated that. Normally -- in the old past they
 08:50 20 needed to see the small scale, but now it's not.
 21 Just let them know when it gets approved. That's
 22 all they stated.
 23 MR. TATE: Mr. Chair, in looking at the small
 24 scale amendment, the staff recommendation is for
 25 approval.
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1 MR. KERR: That is correct, yes, sir.
 2 MS. CAIN: The small scale amendment once it's
 3 adopted by the BCC it really won't go into effect
 4 until 31 days after that adoption, so there will be
 5 time for -- because even with the rezoning, they
 6 still have to go through development review and get
 7 their approval there.
 8 MR. TATE: Is this slated to hit the BCC at
 9 about the same time as the rezoning case?
 08:51 10 MR. KERR: Yes, sir.
 11 MS. CAIN: And the reason we had to actually do
 12 it in this order is because the quasi-judicial
 13 rezonings come first at the 8:30 meeting, whereas
 14 your Planning Board meeting comes after and that's
 15 when the small scale -- otherwise we probably would
 16 have flipped it.
 17 MR. BARRY: Rather than breaking and
 18 reconvening, can we go ahead and push forward?
 19 MR. BRISKE: I think Mr. West is saying that --
 08:51 20 he shared his concern that if it's appropriately
 21 worded in the motion that it would be acceptable if
 22 the Board sees fit to move forward that way?
 23 MR. WEST: Well, like I said, I think if you
 24 wish to proceed as it's currently on the agenda, I
 25 would just make it very clear in the motion, again,
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PLANNING BOARD REZONING HEARINGS - DECEMBER 12, 2011

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1 if you approve the rezoning, it's with the
2 assumption that the Future Land Use change will also
3 be approved and recommended.

4 MR. TATE: That it's approved and recommended
5 by the Board of County Commissioners, not by this
6 Board?

7 MR. WEST: Yes, it's up to our bosses. Allyson
8 would make the same caution to her Board, the Board
9 of County Commissioners, when this is considered, as
10 well. Hopefully, they will have it on the agenda in
11 the right order, if they can, but I think the danger
12 is you doing the rezoning and not the Future Land
13 Use change.

14 MR. BRISKE: But since we're not officially
15 approving, we're recommending. I guess there would
16 be a stop gap there when it went to the
17 commissioners if that happened; is that your
18 understanding?

19 MR. WEST: Yes.

20 MR. BRISKE: They can stop it. Let's say we
21 approve the rezoning but then the amendment did not
22 get approved, they could be stopped before any
23 further action was taken.

24 MR. WEST: There are places when you can say --
25 step back and say something didn't unfold the way we
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08:52

08:52

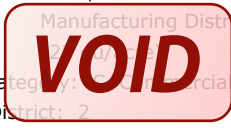
08:54

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* * *

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2 CASE NO: Z-2011-19
Location: 3910 West Navy Boulevard
3 Parcel: 39-2S-30-1000-170-006
From: C-1, Retail Commercial District
4 C-3, Warrington Commercial Overlay District
To: C-2, General Commercial and Light
5 Manufacturing District, (cumulative)



6 FLU Category: Commercial
BCC District: 2
7 Requested by: Gregory Drake, Owner

8 MR. BRISKE: All right. The next rezoning
9 request then will be Case Z-2011-19, 3910 West Navy
10 Boulevard, from C-1 to C-2 zoning.

11 Members of the Board, once again, has there
12 been any ex parte communication between you and this
13 applicant, the applicant's agent, attorneys or
14 witnesses or with any fellow Planning Board members
15 or anyone from the general public prior to this
16 hearing? Have you visited the subject property?
17 Also disclose if you are a relative or business
18 associate of the applicant or the applicant's agent.
19 We'll start down at that end, Mr. Stitt.

20 MR. STITT: None to all the above.

21 MS. HIGHTOWER: None to all the above.

22 MR. GOODLOE: No ex parte, but I have visited
23 the site.

24 MR. BARRY: No to all the above.

25 MR. BRISKE: The Chairman, none to all of the
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18

1 thought it was, how do we address that? It's a
2 little bit awkward the way it's handled. I assume,
3 based on the staff's recommendations, that the
4 Future Land Use change will be approved, but without
5 actually going through the process you don't know
6 that.

7 MR. TATE: Mr. Chair?

8 MR. BRISKE: Yes. And then Mr. Stitt.

9 MR. TATE: Just a recommendation based on our

10 attorney's input. Can we move forward with the
11 second rezoning case first and allow them to be free
12 and then handle both of Mr. Hammond's in order that
13 that would be more acceptable to the attorney?

14 MR. BRISKE: I wouldn't have a problem with
15 that. Mr. Hammond?

16 MR. HAMMOND: Absolutely. That's fine.

17 MS. SINDEL: Do them together. That's good.

18 MR. BRISKE: So what we're going to do, we're
19 going to temporarily put Z-2011-18 on hold here for
20 a little bit and we'll go ahead and address our next
21 rezoning request and then we'll come back to this
22 one.

23 (Case Z-2011-18 continued. The transcript
24 continues on Page 19.)

25 * * *

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1 above.

2 MR. TATE: None to all the above.

3 MS. DAVIS: None to all the above.

4 MR. WINGATE: In the past I have been by there.

5 MS. SINDEL: No discussion, but I did visit the
6 site.

7 MR. BRISKE: Mr. Wingate, no ex parte
8 communication on your part, but you visited the site
9 in the past, but no ex parte communication?

10 MS. SINDEL: You didn't talk to him?

11 MR. WINGATE: No, I didn't talk to anyone about
12 this.

13 MR. BRISKE: I just wanted to get an
14 affirmative on that. I apologize, Bruce, we kind of
15 got tangled up there. Did you have something else
16 you wanted to add?

17 MR. STITT: Thank you, Mr. Chairman. The
18 question got answered. I was concerned about did
19 the applicant understand the impact of us doing it
20 out of order and were they okay with that.

21 MR. BRISKE: Okay. Very good. I apologize. I
22 had several.

23 MR. STITT: No problem.

24 MR. BRISKE: Staff members, on this case has
25 the notice been sent to all interested parties?

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PLANNING BOARD REZONING HEARINGS - DECEMBER 12, 2011

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1 * * *

2 (Continuation of Case Z-2011-18.)

3 MR. BRISKE: I will remind everyone of the

4 rules of the quasi-judicial hearing and that anyone

5 who has previously testified or spoken is still

6 under oath and that we are still under the rules of

7 any ex parte communication and the Sunshine Law for

8 this quasi-judicial meeting, so we will go back now

9 to Case Z-2011-18. And just as a refresher, let's

09:52 10 go ahead and bring the maps up again, if we would,

11 please.

12 MS. CAIN: I don't think we actually went

13 through the maps the first time.

14 MR. BRISKE: We didn't get that far. Okay.

15 Let's go ahead and start with the maps at this

16 point.

17 (Presentation of Maps and Photographs.)

18 MS. CAIN: This is the locational map and the

19 wetlands. This is the 500-foot radius showing the

09:52 20 Gateway Business District and the ID-CP, which this

21 parcel is split zoned. This is the Future Land Use,

22 Mixed Use Suburban, adjoining the Industrial Future

23 Land Use also. The existing Future Land Use with

24 all the industry and some of the vacant and a little

25 bit of the residential land uses existing at the

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1 current time. This is an aerial shot of the parcel.

2 Here's our rezoning sign. This is looking south

3 onto the subject property. This is looking

4 southwest on the subject property. As you will

5 notice you can also see the paper mill. This is

6 looking south onto the subject property at the

7 intersection of Becks Lake Road and Stone Boulevard.

8 Looking north across the street from Becks Lake Road

9 from the subject property. Looking west from the

09:53 10 subject property. This is the 500-foot radius map

11 and then our mailing list.

12 MR. BRISKE: Okay. Any questions on the maps

13 or locational criteria? All right.

14 Mr. Hammond, if you want to come forward,

15 please, and be sworn in.

16 (Thomas Hammond sworn.)

17 MR. BRISKE: Please state your name and address

18 for the record.

19 MR. HAMMOND: Good morning, Merry Christmas.

09:54 20 My name is Tom Hammond, 3802 North S Street is my

21 business address, Pensacola.

22 MR. BRISKE: Please proceed, sir.

23 MR. HAMMOND: I've been hired by Black Gold of

24 Northwest Florida to request rezoning of this parcel

25 to be rezoned to ID-2. And we are in total

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1 agreement with staff's findings, so I would just

2 pass on going through all that at this point. I

3 would like to say that as far as getting the egg

4 behind the chicken or horse in front of the cart or

5 whatever, what I think was probably happening if

6 somebody in the past has a meeting I'll get a call

7 from the assistant or I'll get a call from staff

8 before the BCC meeting, but if I don't I'll attend

9 the agenda review meeting and if there's any problem

09:55 10 and that morning we'll just push back the rezoning

11 two weeks or something. That's what just happened

12 from my side.

13 Other than that, I would request that y'all

14 approve or recommend approval based on staff's

15 findings.

16 MR. BRISKE: So you're accepting staff's

17 Findings-of-Fact as your competent and substantial

18 evidence in the case?

19 MR. HAMMOND: Absolutely.

09:55 20 MR. BRISKE: Any questions of the applicant?

21 Okay.

22 MR. HAMMOND: Thank you.

23 MR. BRISKE: We'll have the staff do the

24 presentation at this point.

25 (Presentation by Ms. Cain.)

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1 MS. CAIN: This is rezoning Case Z-2011-18 from

2 ID-CP and GBD to ID-2.

3 Criterion (1), consistent with the

4 Comprehensive Plan. The proposed rezoning request

5 at this particular time is not consistent with the

6 intent and purpose of the Future Land Use of Mixed

7 Use Suburban because Mixed Use Suburban does not

8 allow for industrial type uses. However, the

9 applicant has applied for a small scale amendment to

09:56 10 change the Future Land Use designation to

11 Industrial. So if the small scale amendment is

12 granted by the BCC, staff would find that the Future

13 Land Use of Industrial would be consistent with the

14 Comprehensive Plan, so it would be contingent upon.

15 Criterion (2), consistent with the Land

16 Development Code. The parcel is adjacent to a major

17 arterial roadway and it would meet the general

18 commercial and light industrial uses as stated

19 within the locational criteria of LDC 7.20.07. The

09:56 20 majority of the adjoining and surrounding parcels

21 are already existing industrial uses zoned either

22 ID-2 or ID-CP. As a split parcel ID-CP would be in

23 line with our goal to eliminate any future split

24 zoning parcels.

25 Criterion (3), compatibility with surrounding

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PLANNING BOARD REZONING HEARINGS - DECEMBER 12, 2011

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1 uses. The proposed amendment is compatible. There
 2 are existing commercial units that abut the property
 3 and along Highway 29 infrastructure is existing in
 4 the area and the applicant will need, of course, to
 5 contact the appropriate authority or agencies when
 6 they do the DRC development site plan review
 7 process. Within the 500-foot area there were
 8 properties that were zoned ID-CP, ID-2, VR-2 and
 9 GBD. There were four industrial, one ECUA well, two
 09:57 10 residential, eight commercial and 12 vacant parcels.
 11 Criterion (4), changed conditions. Here again,
 12 the Applicant is currently applying for a small
 13 scale amendment to change the Future Land Use to
 14 Industrial from the Mixed Use Suburban, and if it is
 15 granted, the Future Land Use would be consistent and
 16 staff would find no other changed conditions that
 17 would impact the amendment.
 18 Criterion (5), effect on the natural
 19 environment. The ECUA has a well that's
 09:58 20 approximately 500 feet, plus or minus, to the
 21 easterly boundary of the subject property. And the
 22 site is within the 20-year time of travel, but
 23 according to the wetlands and hydric soils, there
 24 don't seem to be any soils that would indicate to be
 25 an issue. And the impact for the wellhead
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1 protection area would be reviewed at site plan
 2 review and they would all be determined at that
 3 particular time to make sure there's no adverse
 4 effect.
 5 Criterion (6) development patterns. The
 6 9.39-acre parcel abuts existing residential type
 7 uses. The zoning designation of the surrounding
 8 parcels are predominately industrial and the
 9 proposed rezoning request would be an efficient use
 09:59 10 of existing roads and infrastructure and would also
 11 help promote growth and job opportunities in the
 12 area. That's the end of the staff's findings.
 13 MR. BRISKE: Board members, any questions of
 14 the staff? Mr. Hammond, did you wish to
 15 cross-examine the staff?
 16 MR. HAMMOND: No, sir.
 17 MR. BRISKE: Do you have any additional
 18 witnesses to present?
 19 MR. HAMMOND: No, sir.
 09:59 20 MR. BRISKE: At this time we will open the
 21 public hearing portion of the meeting and ask if
 22 anyone from the public wishes to speak on the
 23 matter. Please note that the Planning Board bases
 24 our decisions on the criteria and exceptions
 25 described in Section 2.08.02.D of the Land
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1 Development Code and during our deliberations the
 2 Planning Board will not consider general statements
 3 of support or opposition. Accordingly, please limit
 4 your testimony to the criteria and exceptions
 5 described in 2.08.02.D. Please also note that only
 6 those individuals who are present and give testimony
 7 on the record at this hearing will be allowed to
 8 speak at the subsequent hearing before the Board of
 9 County Commissioners. Is there anyone here who
 10:00 10 wishes to speak on this subject? Hearing none, I
 11 will close the public comment section of the meeting
 12 and ask the Board members do you have any additional
 13 questions for the applicant or the staff members?
 14 MR. BARRY: Mr. Chairman, I have a quick
 15 question for Mr. West. Having done it that way with
 16 recommending approval for the Future Land Use
 17 amendment does the motion still need to be made
 18 contingent or is it made regular?
 19 MR. WEST: Just to be safe, I think I would
 10:01 20 include something in the motion that says the
 21 findings with respect to Criterion (1) is contingent
 22 on approval of the Industrial Future Land Use Small
 23 Scale Amendment.
 24 MR. BRISKE: Okay. I did want to note for the
 25 record since we did stop and come back into session
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1 that all of the staff's findings and the records
 2 were entered as exhibits for this case earlier in
 3 the meeting, so that's all on the record.
 4 Any other questions from the Board? The Chair
 5 will entertain a motion.
 6 MR. GOODLOE: Mr. Chairman, I move to approve
 7 the rezoning application Z-2011-18 contingent upon
 8 the modification to the Comprehensive Plan and
 9 forward this to the Board of County Commissioners
 10:02 10 and adopt the Findings-of-Fact provided in the
 11 rezoning hearing packet.
 12 MR. BARRY: Second.
 13 MR. BRISKE: We have a motion and a second. Do
 14 we have discussion? Hearing none, all those in
 15 favor, please say, aye.
 16 (Board members vote.)
 17 MR. BRISKE: Opposed?
 18 The motion passes unanimously.
 19 (The motion passed unanimously.)
 10:02 20 MR. HAMMOND: Thank you, sir.
 21 MR. BRISKE: At this time I will close the
 22 quasi-judicial hearing and we will officially thank
 23 Linda for her services. We appreciate you being
 24 here and Merry Christmas to you.
 25 (Proceedings concluded at 10:02 a.m.)
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1 CERTIFICATE OF REPORTER

2

3 STATE OF FLORIDA

4 COUNTY OF ESCAMBIA

5

6 I, LINDA V. CROWE, Court Reporter and Notary
7 Public at Large in and for the State of Florida, hereby
8 certify that the foregoing Pages 2 through 60 both
9 inclusive, comprise a full, true, and correct transcript of
10 the proceeding; that said proceeding was taken by me
11 stenographically, and transcribed by me as it now appears;
12 that I am not a relative or employee or attorney or counsel
13 of the parties, or relative or employee of such attorney or
14 counsel, nor am I interested in this proceeding or its
15 outcome.

16 IN WITNESS WHEREOF, I have hereunto set my hand
17 and affixed my official seal on the 20th day of December
18 2011.

19

20

LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: DD 848081
My Commission Expires: 02-05-2013

21

22

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TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

Item #: 5.

Meeting Date: 12/12/2011

CASE: Z-2011-18

APPLICANT: Thomas Hammond, Agent
for Cody Rawson of Black
Gold of NW Florida, LLC.

ADDRESS: 15 Becks Lake Rd

PROPERTY REFERENCE NO.: 14-1N-31-1001-000-002

FUTURE LAND USE: MU-S, Mixed Use Suburban

COMMISSIONER DISTRICT: 5

OVERLAY AREA:

BCC MEETING DATE: 01/05/2012

Information

SUBMISSION DATA:

REQUESTED REZONING:

FROM: ID-CP, Commerce Park (cumulative) and
GBD, Gateway Business District

TO: ID-2, General Industrial District (noncumulative).

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to ID-2 is not consistent with the intent and purpose of Future Land Use (FLU) category Mixed Use Suburban as stated in CPP FLU 1.3.1. Mixed Use Suburban does not allow for industrial type uses; however, the applicant has applied for a small scale amendment to change the Future Land Use designation to Industrial and if the small scale amendment is granted, staff would find the Industrial FLU to be consistent with the Comprehensive Plan.

CRITERION (2)

Consistent with The Land Development Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

LDC 6.05.17. ID-CP Commerce Park District (cumulative).

A. Intent and purpose. This district is intended to provide for relatively large scale light industrial commerce and business park areas. Uses located in this district are protected from adverse impacts of incompatible industrial and commercial uses. A high level of site design standards are required for review during the development review process. Refer to Article 11 for uses, heights and densities allowed in ID-CP, commercial park areas located in the Airport/Airfield Environs.

6.05.29. GBD--Gateway Business District.

A. Intent and purpose of district. The district is intended to enhance specific segments of the US 29 and SR 97 corridor as a visually attractive, well planned business communities. To accomplish this purpose, stringent site development standards established adequate setbacks, landscaping, and buffering.

These districts are characterized by community-serving commercial uses located adjacent to or in immediate proximity to the US 29 corridor and in immediate proximity to SR 97 at the Alabama-Florida state line.

6.05.19. ID-2 General Industrial District (noncumulative).

A. Intent and purpose. This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide needed services to industrial development also may be accommodated in this district.

All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13){FLU 1.1.10} and in Article 7. Refer to Article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

B. Permitted uses.

1. Manufacturing or industrial uses permitted in the ID-1 light industrial district.

2. Asphalt plants.
3. Concrete plants.
4. Iron works.
5. Landfills.
6. 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. Paper mills.
8. Refineries.
9. Rendering plants and slaughter houses.
10. Steel mills.
11. Solid waste transfer stations, collection points, and/or processing facilities.
12. Public utility and service structures.
13. Junkyards, salvage yards, and waste tire processing facilities.
14. Other uses similar to those listed herein. Recommendations on other permitted uses shall be made by the planning board (LPA) and based on an application for such other use. Final determination shall be made by the BCC upon receipt of the planning board's (LPA's) recommendation.

7.20.07. Industrial locational criteria (ID-CP, ID-1, ID-2). New industrial development must meet the following locational criteria:

1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized.
2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan.
3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. Industrial and MU-6 categories allow all types of industrial uses.
4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.
5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8{ FLU1.1.9}.
6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses.

FINDINGS

The rezoning request is consistent with the intent and purpose of the Land Development Code as stated in 6.05.19. The parcel is adjacent to a major arterial roadway and would meet the general commercial and light manufacturing uses stated within the locational criteria requirements in LDC 7.20.07. The majority of the adjoining and surrounding parcels are industrial uses and zoned ID-2 and ID-CP. As the parcel is split zoned (ID-CP and GBD), this rezoning would be in line with the County's goal to eliminate split zoned parcels.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment is compatible with surrounding existing uses in the area. There are existing commercial developments that abut the subject property along Highway 29.

Infrastructure is existing in the area and the applicant will need to contact the appropriate agencies at the time of site plan review process.

Within the 500' radius impact area, staff observed properties with zoning districts ID-CP, ID-2, VR-2 and GBD, four Industrial, one ECUA well, two residential, eight commercial and 12 vacant parcels.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

The applicant is currently applying for a small scale amendment to change the Future Land Use designation from Mixed Use Suburban to Industrial. If the amendment is granted, the requested FLU would be consistent. Staff found no other changed conditions that would impact the amendment or property.

The parcel on the northside of Becks Lake Road received approval of a Future Land Use change to Mixed Use Urban, and is currently applying for a rezoning to Industrial.

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

The nearest potable wellhead, ECUA Cantonment well, is approximately 500 (+/-)feet to the eastern boundary of the subject parcel. The site is within the 20 year travel time contour of that well. According to the National Wetland Inventory, wetlands and hydric soils were not indicated on the subject property. All impacts to the wellhead protection area and wetlands will be reviewed during the site plan process to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

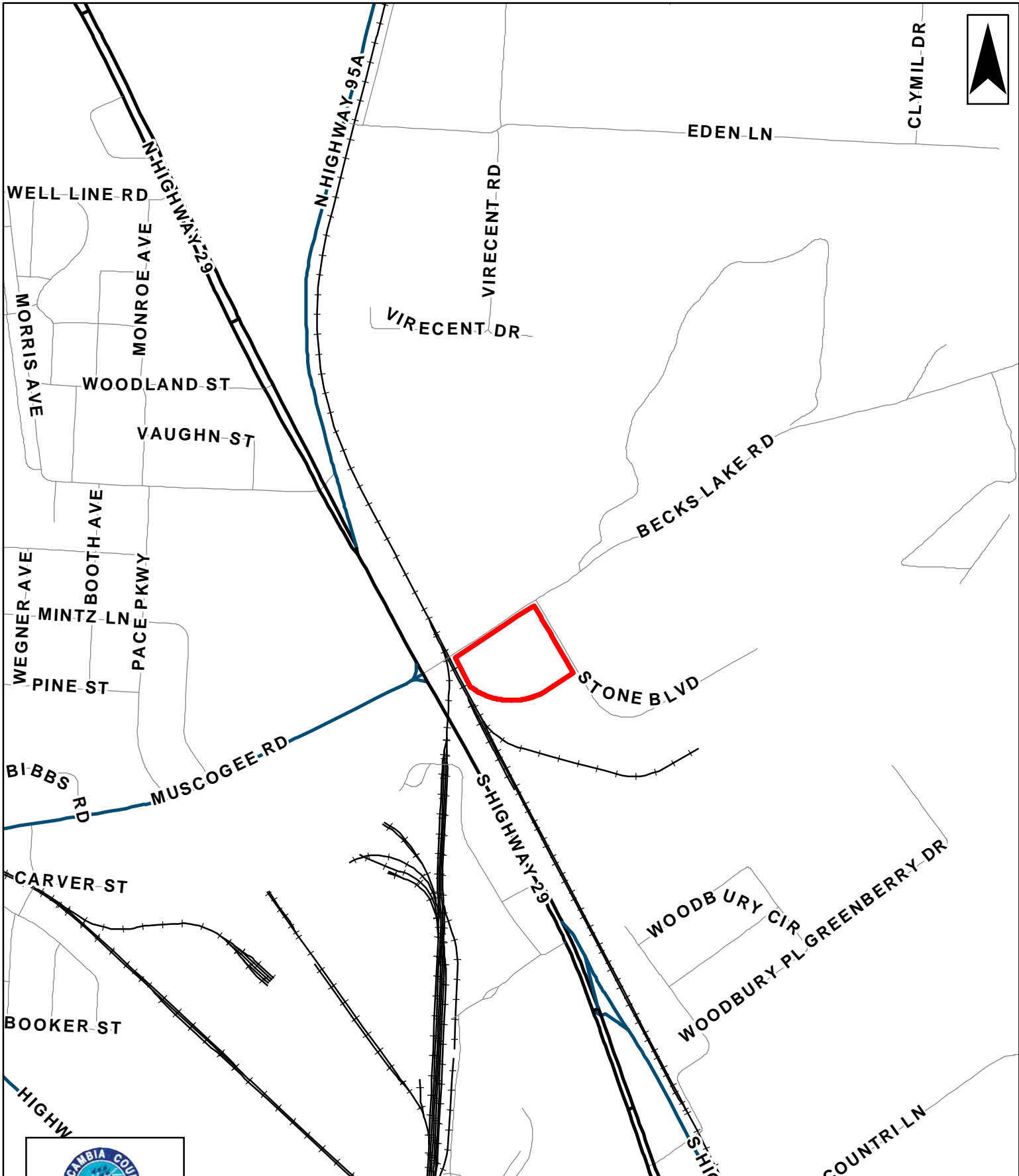
FINDINGS

The proposed amendment would result in a logical and orderly development pattern. The 9.39 (+/-) acre parcel is abutting existing industrial type uses. The zoning designation and uses of

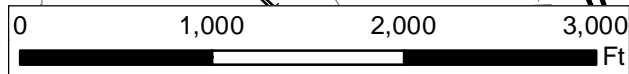
the surrounding parcels are predominately Industrial. The proposed rezoning request would promote efficient use of the existing roads and infrastructure as well as to promote growth and job opportunities in the area.

Attachments


Z-2011-18



Z-2011-18 LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



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.

Andrew Holmer
Planning and Zoning Dept.



VAG-1

ID-1

N HIGHWAY 29

VR-2

BECKS LAKE RD

ID-CP

STONE BLVD

S-1

GBD

ID-CP

ID-2

MUSCOGEE RD

ID-2

GBD

S HIGHWAY 29

ID-2

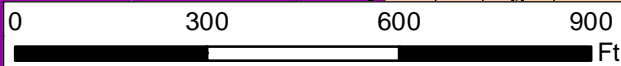
ID-CP



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.

Andrew Holmer
Planning and Zoning Dept.

Z-2011-18 500' RADIUS ZONING



- PRINCIPAL ARTERIAL
 - MINOR ARTERIAL
 - COLLECTOR
 - LOCAL ROAD
 - RAILROAD
 - PARCELS
- Page 16 of 38



(CPA-2011-02, BCC APPROVAL 11/03/2011)

MU-U

MU-S

MU-S

MU-S

MU-S

N. HIGHWAY 29

MUSCOGEE RD

BECKS LAKE RD

STONE BLVD

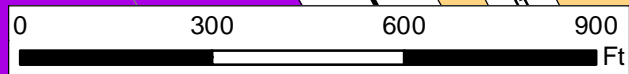
S HIGHWAY 29



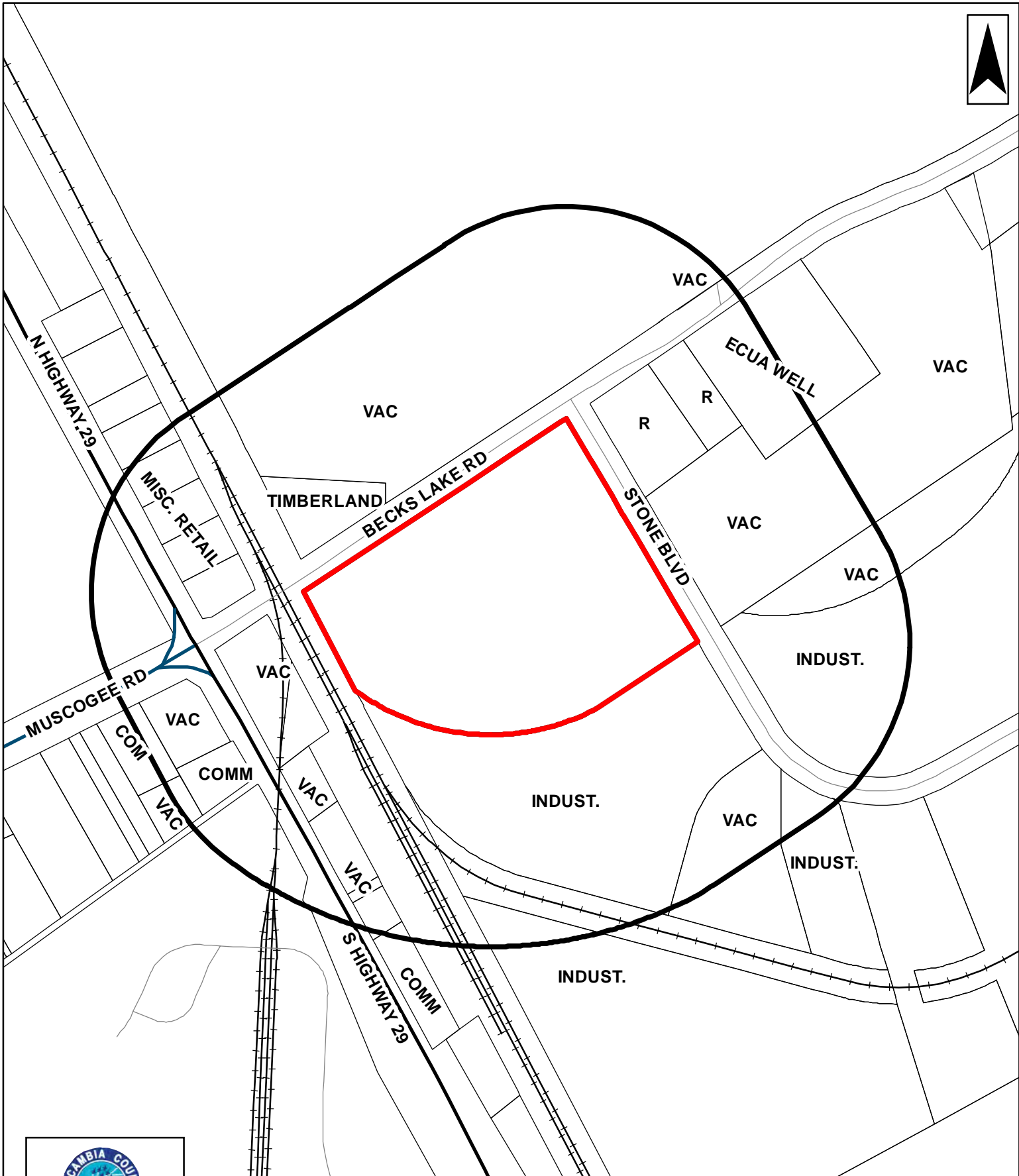
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2011-18 FUTURE LAND USE MAP



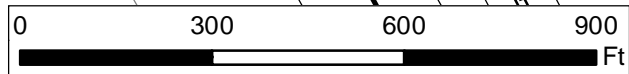
- PRINCIPAL ARTERIAL
 - MINOR ARTERIAL
 - COLLECTOR
 - LOCAL ROAD
 - RAILROAD
 - PARCELS
- Page 17 of 38



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.

Andrew Holmer
Planning and Zoning Dept.

Z-2011-18 EXISTING LAND USE MAP



- PRINCIPAL ARTERIAL
 - MINOR ARTERIAL
 - COLLECTOR
 - LOCAL ROAD
 - RAILROAD
 - PARCELS
- Page 18 of 38



BECKS LAKE RD

STONE BLVD

HIGHWAY 29



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.

Andrew Holmer
Planning and Zoning Dept.

Z-2011-18 AERIAL MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2011-18
CURRENT ZONING: ID-CP GBD PROPOSED ZONING: ID-2

PLANNING BOARD

DATE: 12/12/11 TIME: 8:30 AM

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 01/05/12 TIME: 5:45 PM

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN



Looking South onto subject property



Looking Southwest onto Subject Property



Looking South onto Subject Property at intersection of Becks Lake & Stone Blvd



Looking North from Subject Property



Looking West from Subject Property



HAMMOND ENGINEERING, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 00009130
ALABAMA CERTIFICATE OF AUTHORIZATION NO. 3277

October 27, 2011

Mrs. Allyson Cain
Planning Board Coordinator
Development Services Bureau
3363 West Park Place
Pensacola, Florida 32505

Reference: Re-zoning Parcel No. 14-1N-30-1001-000-002
HEI Project No. 11-026

Dear Allyson:

The above referenced parcel is currently zoned ID-CP and GBD and is located at 15 Becks Lake Road. We are requesting the site be re-zoned to ID-2. The re-zoning will allow the parcel to be developed for a road contractor shop and asphalt plant.

We have attached all of the required items listed on the re-zoning application. Please review these items and provide the county's findings at your earliest convenience. Should you have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'T. Hammond, Jr.', with several loops and flourishes.

Thomas G. Hammond, Jr., PE.
President

Attachments

cc: Russell Weaver, PSM

3802 NORTH "S" STREET PENSACOLA, FL 32505
850 434 2603 850 434 2650 FAX TOM@SELANDDESIGN.COM



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:	<input type="checkbox"/> Conditional Use Request for: _____
<input type="checkbox"/> Administrative Appeal	<input type="checkbox"/> Variance Request for: _____
<input type="checkbox"/> Development Order Extension	<input type="checkbox"/> Rezoning Request from: _____ to: _____

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Cody Rawson / Blackbrow of NWF Phone: 968 0991

Address: 106 STONE BLVD Cantonment, FL Email: rweaver@roatsinc.com

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 110 STONE BLVD

Property Reference Number(s)/Legal Description: 1A IN B1 1001 000 002

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent

Thomas G. Hammond
Printed Name Owner/Agent

10/26/11
Date

Signature of Owner

Cody Rawson
Printed Name of Owner

10/26/11
Date

STATE OF Florida

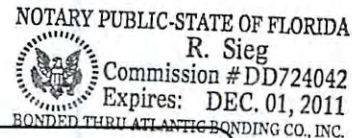
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 26 day of October 20 11, by Cody Rawson.

Personally Known OR Produced Identification . Type of Identification Produced: _____

Signature of Notary

Ryan Sieg
Printed Name of Notary



FOR OFFICE USE ONLY		CASE NUMBER: <u>Z-2011-18</u>
Meeting Date(s): <u>12-12</u>	Accepted/Verified by: <u>A. Holman by KLR</u>	Date: <u>11/2/11</u>
Fees Paid: \$ <u>1050</u>	Receipt #: <u>543709</u>	Permit #: <u>PRZ111000017</u>

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 14 IN 31 1001 000 002

Property Address: 110 STONE BLVD CANTONMENT FL 32533

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 26 DAY OF OCTOBER, YEAR OF 2011.


Signature of Property Owner

Corey Dawson
Printed Name of Property Owner

10/26/2011
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 110 Stone Blvd.

Florida, property reference number(s) 14 IN 31 1001 000 002

I hereby designate THOMAS HAMMOND (HEI) for the sole purpose of completing this application and making a presentation to the:

[X] Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.

[] Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this 26 day of October the year of 2011, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: THOMAS G. HAMMOND Email: tom@selanddesign.com

Address: 3802 N. 15th St. Pensacola FL 32505 Phone: 424 2603

OR
Signature of Property Owner

Cody Rawson
Printed Name of Property Owner

10/26/2011
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Florida COUNTY OF Escambia

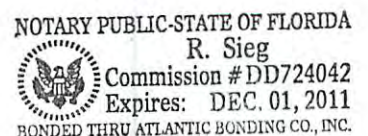
The foregoing instrument was acknowledged before me this 26 day of October 20 11, by Cody Rawson

Personally Known [] OR Produced Identification []. Type of Identification Produced: _____

RS
Signature of Notary

Ryan Sieg
Printed Name of Notary

(Notary Seal)





APPLICATION
ATTACHMENTS CHECKLIST

N/A

1. For BOA, original letter of request, typed or written in blue ink & **must** include the reason for the request and address all criteria for the request as outlined in LDC Article 2.05 (dated, signed & notarized – notarization is only necessary if an agent will be used).

Please note: Forms with signatures dated more than sixty (60) days prior to application submittal will not be accepted as complete.

2. Application/Owner Certification Form - Notarized Original (page 1) (signatures of ALL legal owners or authorized agent are required)

3. Concurrency Determination Acknowledgment form - Original (if applicable) (page 2)

4. Affidavit of Owner & Limited Power of Attorney form - Notarized Original (if applicable) (page 3) (signatures of ALL legal owners are required)

5. Legal Proof of Ownership (e.g. copy of Tax Notice or Warranty Deed). Include Corporation/LLC documentation or a copy of Contract for Sale if applicable.

6. Legal Description of Property Street Address / Property Reference Number

7. a. Rezoning: Boundary Survey of subject property to include total acreage, all easements, and signed & sealed by a surveyor registered in the state of Florida.
b. BOA: Site Plan drawn to scale.

8. For Rezoning requests: If the subject parcel does not meet the roadway requirements of Locational Criteria (Comprehensive Plan 7.A.4.13 & LDC 7.20.00.), a compatibility analysis to request a waiver or an exemption to the roadway requirements will need to be submitted as part of the application.

9. Pre-Application Summary Form, Referral Form, Zoning Verification Request Form and/or copy of citation from Code Enforcement Department if applicable.

10. Application fees. (See Instructions page for amounts) Payment cannot be accepted after 3:00pm.

Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting: _____

Appointment to turn in application: _____

Appointment to receive findings-of-fact: _____

**Property Reference Number
46-1S-30-2001-001-037**

Re-zoning Criteria

A. Consistency with the Comprehensive Plan

The parcel is located in the Mixed Use-Suburban (MU-S) Land Use District. We have applied for a small scale amendment to the comprehensive plan which will change the FLU designation to Mixed Use –Urban (MU-U) which will allow the site to be used for industrial purposes. The proposed zoning of ID-2 is allowed in the proposed future land use district. Water, sewer and solid waste service are available and currently provided by the ECUA. **The proposed re-zoning is consistent with the Comprehensive Plan should the related Small Scale Amendment be approved.**

B. Consistency with the Land Development Code

The intent of the LDC is “to provide orderly growth management rules and regulations”. The parcel is currently zoned ID-CP and GBD. The proposed re-zoning of the subject parcel to ID-2 meets the intent of the Industrial District as defined by LDC 6.05.19 shown below.

A. Intent and purpose.

This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide needed services to industrial development also may be accommodated in this district. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7. Refer to article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

The parcel is located on the south corner of Becks Lake Road and Stone. Blvd. The majority of the existing development surrounding the subject parcel is of an industrial or commercial use. The parcels that adjoin the subject parcel are zoned ID-2. The proposed zoning meets locational criteria as defined in the LDC.

The proposed re-zoning is not in conflict with the LDC and is consistent with the stated purpose and intent of the code.

C. Compatibility with surrounding uses

The parcel is adjoined by a parcel with an ID-2 designation and ID-2 use. The parcel is located in an industrial developed area. There are numerous ID-2 zoned and used parcels in the surrounding area. **The proposed re-zoning of the parcel is compatible with the surrounding uses.**

D. Changed Conditions

There are no changed conditions that impact the property or the proposed re-zoning.

E. Effect on Natural Environment

The parcel lies within a WHPA. Otherwise, there are no environmentally sensitive areas on the site. Industrial Development within a WHPA is not prohibited. Proposed development of the parcel would require DRC review and approval as well as permitting through other agencies. During the DRC process, the Engineer of Record will be required to provide a Wellhead Protection Report that will identify materials to be used and stored on-site as well as proposed containment methods.

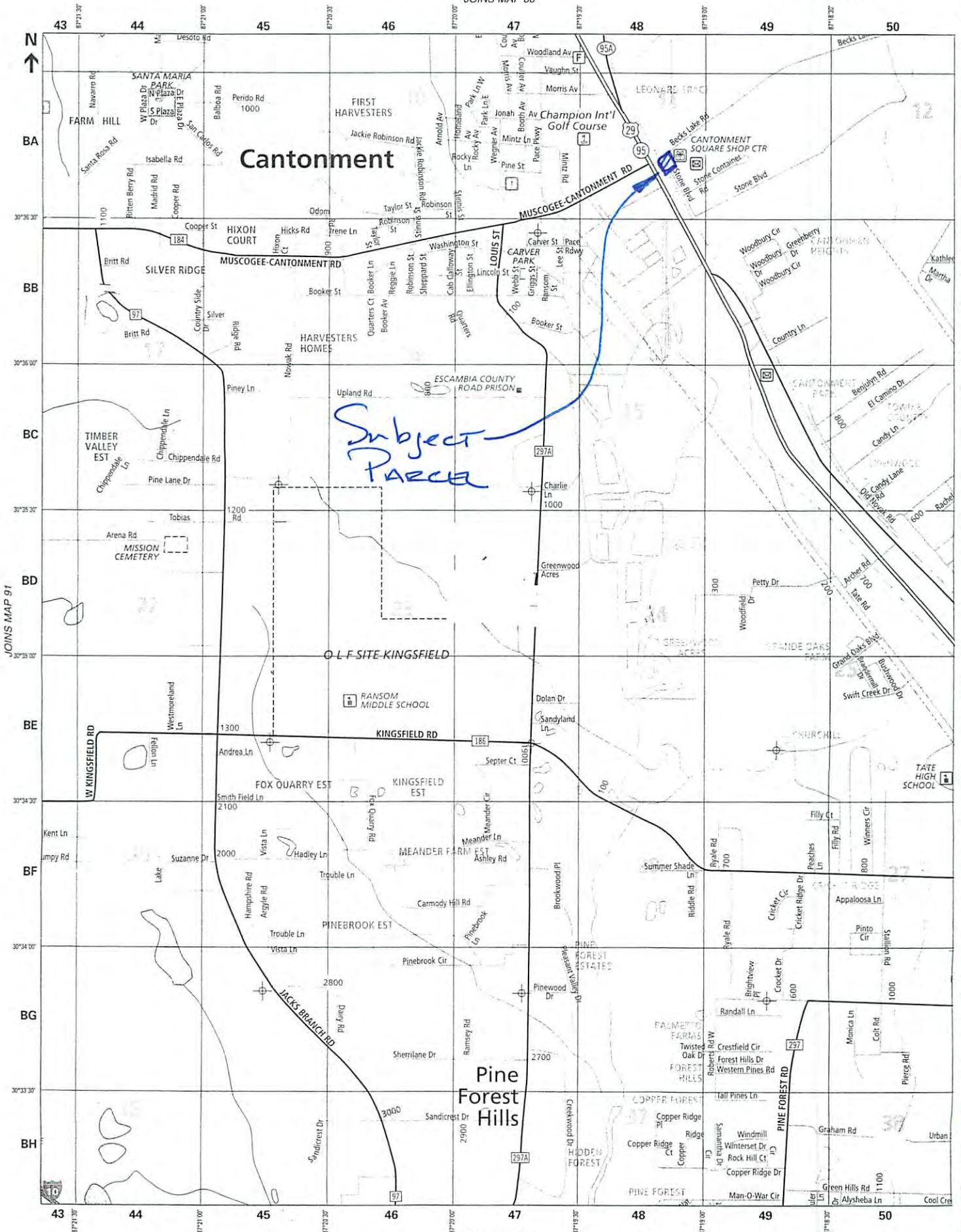
The proposed amendment will not result in an adverse impact to the environment.

F. Development Patterns

Proposed development would be located in the MU-U future land use district (pending approval). The aforesaid district allows for ID-2 zoning and uses. The parcel is located in an industrially developed and used area. **Therefore, development of the parcel under the requested zoning would result in a logical and orderly development pattern consistent with the goals and objectives of Escambia County.**

JOINS MAP 80

JOINS MAP 104



Prepared By & Return to:
Stephen R. Moorhead
McDonald Fleming Moorhead
4636 Summerdale Blvd., Pace, FL 32571
File Number: SRM-11-4405
Parcel ID #: a portion of 111N311000001001
& 111N311001000002

SPECIAL WARRANTY DEED

This WARRANTY DEED, dated this 4th day of April, 2011, by Figure 8 (Florida), LLC, a Florida limited liability company whose post office address is 501 Riverside Avenue, Suite 902, Jacksonville, FL 32202, hereinafter called the Grantor, to Black Gold of Northwest Florida, LLC, a Florida limited liability company, whose post office address is 106 Stone Blvd., Cantonment, FL 32533, hereinafter called the Grantee (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

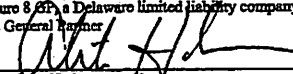
WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Escambia County, Florida, viz: SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, Grantor Hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes and assessments for the year 2009 and subsequent years. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

Figure 8 (Florida) LLC, A Florida limited liability company
By: Figure 8 Partners, LP, a Delaware limited partnership
By: Figure 8 GP, a Delaware limited liability company
It's General Partner

By: M. Ashton Hudson, president

SIGNED IN THE PRESENCE OF
THE FOLLOWING WITNESSES:

Signature: Katherine McDaniel Signature: Stacy McKinley
Printed name: Katherine McDaniel Printed name: Stacy McKinley

State of Florida
County of Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of April 2011, by M. Ashton Hudson, president of Figure 8 GP, LLC, a Delaware limited liability company, as General Partner of Figure 8 Partners, LP, a Delaware partnership as manager of Figure 8 (Florida), LLC, a Florida limited liability company.

Signature: Katherine Moore McDaniel
Notary Public

Personally Known
OR
 Produced Identification
Type of Identification Produced _____



EXHIBIT "A"

COMMENCE AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 33 DEGREES 15'05" EAST (S 33 DEGREES 14'51" E EXIST) ALONG THE EAST LINE OF THE SAID SECTION 14 FOR A DISTANCE OF 1894.36 FEET (1894.37' EXIST); THENCE SOUTH 61 DEGREES 01'23" WEST FOR A DISTANCE OF 2872.34 FEET (2872.19' EXIST) TO THE EASTERLY RIGHT OF WAY LINE OF THE SEABOARD SYSTEM RAILROAD (R/W VARIES); THENCE NORTH 27 DEGREES 38'07" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1570.12 FEET (1570.10' EXIST) TO THE NORTH LINE OF PARCEL V DESCRIBED IN OR BOOK 5708, PAGE 434, OF THE PUBLIC RECORDS OF SAID COUNTY, POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 455.00 FEET, ALSO BEING THE POINT OF BEGINNING. THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL V AND CURVE FOR AN ARC DISTANCE OF 613.51 FEET (613.47' EXIST) [CHORD DISTANCE OF 568.05 FEET, DELTA ANGLE OF 77 DEGREES 15'20" (77 DEGREES 15'05" EXIST), CHORD BEARING OF SOUTH 85 DEGREES 20'40" EAST (S 85 DEGREES 20'47" E EXIST)] TO THE POINT OF TANGENCY; THENCE NORTH 56 DEGREES 01'40" EAST ALONG THE NORTH LINE OF SAID PARCEL V FOR A DISTANCE OF 283.14 FEET TO THE WEST RIGHT OF WAY LINE OF STONE BOULEVARD (66' R/W) AS RECORDED IN OR BOOK 2198, PAGE 68, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 30 DEGREES 29'58" WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID STONE BOULEVARD FOR A DISTANCE OF 608.51 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF BECKS LAKE ROAD (66' R/W) AS RECORDED IN OR BOOK 1150, PAGE 957, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56 DEGREES 01'51" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID BECKS LAKE ROAD FOR A DISTANCE OF 735.70 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF SEABOARD SYSTEMS RAILROAD; THENCE SOUTH 27 DEGREES 38'07" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 254.39 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTIONS 11 AND 14, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

Legal Description
File No.: SRM-11-4405



Development Services Department

Building Inspections Division

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **543709**

Date Issued. : 11/02/2011

Cashier ID : VHOWENS

Application No. : PRZ111000017

Project Name : Z-2011-18

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	1075	\$1,050.00	App ID : PRZ111000017
		\$1,050.00	Total Check

Received From : black gold of nwf llc / TOM HAMMOND HAMMOND ENGINEERING, INC.

Total Receipt Amount : **\$1,050.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ111000017	636759	1,050.00	\$0.00	15 BECKS LAKE RD, CANTONMENT, FL, 32533

Total Amount :	1,050.00	\$0.00	Balance Due on this/these Application(s) as of 11/2/2011
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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board

Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2011-18

OR

Agenda Item Number/Description:

[check] In Favor [] Against

*Name: Tom Hammond

*Address: 3802 N.'S' St. *City, State, Zip: Pensacola FL 32505

Email Address: tom@selauddesign.com Phone: 434 2603

Please indicate if you:

[check] would like to be notified of any further action related to the public hearing item.

[] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

- 1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

Z-2011-19

PLANNING BOARD REZONING HEARINGS - DECEMBER 12, 2011

17

1 if you approve the rezoning, it's with the
2 assumption that the Future Land Use change will also
3 be approved and recommended.

4 MR. TATE: That it's approved and recommended
5 by the Board of County Commissioners, not by this
6 Board?

7 MR. WEST: Yes, it's up to our bosses. Allyson
8 would make the same caution to her Board, the Board
9 of County Commissioners. When this is considered, as
10 well. Hopefully, they will have it on the agenda in
11 the right order, if they can, but I think the danger
12 is you doing the rezoning and not the Future Land
13 Use change.

14 MR. BRISKE: But since we're not officially
15 approving, we're recommending. I guess there would
16 be a stop gap there when it went to the
17 commissioners if that happened; is that your
18 understanding?

19 MR. WEST: Yes.

20 MR. BRISKE: They can stop it. Let's say we
21 approve the rezoning but then the amendment did not
22 get approved, they could be stopped before any
23 further action was taken.

24 MR. WEST: There are places when you can say --
25 step back and say something didn't unfold the way we
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08:52

08:52

08:54

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19

* * *

1
2 CASE NO: Z-2011-19
Location: 3910 West Navy Boulevard
3 Parcel: 39-2S-30-1000-170-006
From: C-1, Retail Commercial District
4 C-3, Warrington Commercial Overlay District
To: C-2, General Commercial and Light
5 Manufacturing District, (cumulative)
(25 du/acre)

6 FLU Category: C, Commercial
BCC District: 2

7 Requested by: Gregory Drake, Owner

8 MR. BRISKE: All right. The next rezoning
9 request then will be Case Z-2011-19, 3910 West Navy
10 Boulevard, from C-1 to C-2 zoning.

11 Members of the Board, once again, has there
12 been any ex parte communication between you and this
13 applicant, the applicant's agent, attorneys or
14 witnesses or with any fellow Planning Board members
15 or anyone from the general public prior to this
16 hearing? Have you visited the subject property?
17 Also disclose if you are a relative or business
18 associate of the applicant or the applicant's agent.
19 We'll start down at that end, Mr. Stitt.

20 MR. STITT: None to all the above.

21 MS. HIGHTOWER: None to all the above.

22 MR. GOODLOE: No ex parte, but I have visited
23 the site.

24 MR. BARRY: No to all the above.

25 MR. BRISKE: The Chairman, none to all of the
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18

1 thought it was, how do we address that? It's a
2 little bit awkward the way it's handled. I assume,
3 based on the staff's recommendations, that the
4 Future Land Use change will be approved, but without
5 actually going through the process you don't know
6 that.

7 MR. TATE: Mr. Chair?

8 MR. BRISKE: Yes. And then Mr. Stitt.

9 MR. TATE: Just a recommendation based on our
10 attorney's input. Can we move forward with the
11 second rezoning case first and allow them to be free
12 and then handle both of Mr. Hammond's in order that
13 that would be more acceptable to the attorney?

14 MR. BRISKE: I wouldn't have a problem with
15 that. Mr. Hammond?

16 MR. HAMMOND: Absolutely. That's fine.

17 MS. SINDEL: Do them together. That's good.

18 MR. BRISKE: So what we're going to do, we're
19 going to temporarily put Z-2011-18 on hold here for
20 a little bit and we'll go ahead and address our next
21 rezoning request and then we'll come back to this
22 one.

23 (Case Z-2011-18 continued. The transcript
24 continues on Page 19.)

25 * * *

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1 above.

2 MR. TATE: None to all the above.

3 MS. DAVIS: None to all the above.

4 MR. WINGATE: In the past I have been by there.

5 MS. SINDEL: No discussion, but I did visit the
6 site.

7 MR. BRISKE: Mr. Wingate, no ex parte
8 communication on your part, but you visited the site
9 in the past, but no ex parte communication?

10 MS. SINDEL: You didn't talk to him?

11 MR. WINGATE: No, I didn't talk to anyone about
12 this.

13 MR. BRISKE: I just wanted to get an
14 affirmative on that. I apologize, Bruce, we kind of
15 got tangled up there. Did you have something else
16 you wanted to add?

17 MR. STITT: Thank you, Mr. Chairman. The
18 question got answered. I was concerned about did
19 the applicant understand the impact of us doing it
20 out of order and were they okay with that.

21 MR. BRISKE: Okay. Very good. I apologize. I
22 had several.

23 MR. STITT: No problem.

24 MR. BRISKE: Staff members, on this case has
25 the notice been sent to all interested parties?

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PLANNING BOARD REZONING HEARINGS - DECEMBER 12, 2011

21

1 MS. SPITSBERGEN: Yes, sir, it has.
 2 MR. BRISKE: Did we have a notice posted on the
 3 subject property?
 4 MS. SPITSBERGEN: Yes, sir, we did.
 5 MR. BRISKE: And if there are no objections, we
 6 will ask the staff to present the maps and
 7 photographs for Case Z-2011-19.
 8 (Presentation of Maps and Photographs.)
 9 MR. FISHER: Case Number 2011-19, located at
 08:56 10 3910 West Navy Boulevard. The rezoning is from C-1,
 11 Retail Commercial District, to C-2, General and
 12 Light Manufacturing District.
 13 There's a little problem with the maps here.
 14 One second. This is the location and wetlands map.
 15 You can see they're highlighted in blue. This is
 16 the 500-foot zoning buffer. You can see the site is
 17 C-1 zoning. This is the Future Land Use Commercial.
 18 This is the existing Future Land Use and the
 19 existing land uses around it. This is the C-3
 08:57 20 Overlay, Warrington District Overlay.
 21 This is an aerial photo. In it is one of the
 22 public notice signs. This is looking east along
 23 Navy Boulevard. This is looking northeast at the
 24 subject property. This is looking north at the west
 25 end of the parcel. This is looking north. This is
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1 looking northeast at the subject parcel. Looking
 2 north at the intersection of Navy Boulevard and
 3 Aaron Street. Looking west along Navy Boulevard.
 4 Looking northwest at the subject parcel. This is
 5 looking northwest at the subject property, as well.
 6 This is looking across Navy Boulevard from the
 7 subject property. And looking southwest across Navy
 8 Boulevard from the subject property. This is
 9 looking north to the subject property where the
 08:58 10 location would be. This is looking west on the back
 11 side of the subject property. Looking southwest to
 12 the rear of the subject property. This is the
 13 500-foot radius map with the property appraiser's,
 14 and the mailing list. That concludes staff's
 15 presentation.
 16 MR. BRISKE: Board members, any question about
 17 the photographs or the maps?
 18 Okay. Mr. Gregory Drake, please come forward.
 19 Good morning, sir. We'll have our court reporter
 08:59 20 please swear you in.
 21 (Gregory Drake sworn.)
 22 MR. BRISKE: Good morning, sir. Please state
 23 your name and address for the record.
 24 MR. DRAKE: My name is Gregory Drake. My
 25 business address is 3910 Navy Boulevard, Pensacola,
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23

1 Florida.
 2 MR. BRISKE: Thank you. Mr. Drake, did you
 3 receive a copy of the rezoning hearing package with
 4 the staff's Findings-of-Fact?
 5 MR. DRAKE: Yes, I did.
 6 MR. BRISKE: Do you understand that you have
 7 the burden of providing substantial competent
 8 evidence that the proposed rezoning is consistent
 9 with the Comprehensive Plan, also furthers the
 09:00 10 goals, objectives and policies of that Comprehensive
 11 Plan and is not in conflict with any portion of the
 12 County's Land Development Code?
 13 MR. DRAKE: Yes.
 14 MR. BRISKE: Sir, you may proceed.
 15 MR. DRAKE: Basically, how this came up is we
 16 have the back of that property we've been slowly
 17 redoing on Navy Boulevard. We own three properties
 18 there that we've been redeveloping. In the back of
 19 Paisano's we have 3,000 square foot of retail space.
 09:00 20 What the plan was we submitted to DRC for a paint
 21 ball field and a retail store to go with that and
 22 out of DRC it came up that we needed to have it as a
 23 C-2 in order to get the field out there. Obviously,
 24 we need some fencing to protect the cars and the
 25 local public and that's basically what that came out
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1 of.
 2 The C-2 right across the street, if you guys
 3 notice, there's C-2 across the street and to the
 4 left on the same portion of the site of the
 5 property. Basically what we're asking is we're
 6 asking for the C-2. That way we could implement our
 7 plan here with the paint ball field and also
 8 redeveloping the rest of that lot because there's
 9 really not much more left that we could fit in
 09:01 10 there.
 11 MR. BRISKE: Can we please bring up the zoning
 12 maps that are currently there with the location?
 13 MR. DRAKE: I think if you go to the one before
 14 that it shows a C-2 directly across. Right there.
 15 You can see there's C-1, but there is one lot there
 16 that was changed over to a C-2, which would be east
 17 of the street there.
 18 MR. BRISKE: It is your burden to prove
 19 substantial and competent evidence? Are you
 09:01 20 accepting the staff's Findings-of-Fact in this case?
 21 MR. DRAKE: Yes, I am.
 22 MR. BRISKE: Questions for the applicant? Do
 23 you have any witnesses you would like to present?
 24 MR. DRAKE: No.
 25 MR. BRISKE: Staff, any questions of the
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PLANNING BOARD REZONING HEARINGS - DECEMBER 12, 2011

25

1 applicant?

2 MR. WEST: I have an issue I need to raise

3 again. I'm sorry. Our staff has told me that there

4 was a letter that or a memo submitted by the CRA

5 opposing this but that it was not provided to the

6 applicant, so at this point he may be prejudiced by

7 that. He certainly hasn't had the opportunity to

8 see the memo.

9 MS. CAIN: He has.

09:02 10 MR. WEST: So he has?

11 MR. DRAKE: Yes. I discussed it with them on

12 Friday.

13 MR. WEST: As long as he's gotten a copy and

14 had the opportunity to review that and deal with it

15 before the meeting I think we're okay. I didn't

16 want him to go forward with this if he hadn't.

17 MR. BRISKE: Does that memo in any way change

18 the staff's position on this?

19 MR. FISHER: No, sir.

09:02 20 MR. BRISKE: Any other questions for the

21 applicant? You did say you didn't have any other

22 witnesses at this time?

23 MR. DRAKE: No.

24 MR. BRISKE: We will probably be calling you

25 back up for any other questions. Okay, you can have
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1 a seat.

2 At this time we'll have the staff -- John, are

3 you going to be doing it?

4 (Presentation by John Fisher.)

5 MR. FISHER: Yes, sir. Again, this is

6 Z-2011-19 rezoning case on 3910 West Navy Boulevard.

7 The FLU is C, Commercial, with an overlay area of

8 C-3 in the Warrington Overlay. This is from a C-1,

9 Retail Commercial, to a C-2, General Commercial and

09:03 10 Light Manufacturing.

11 Criterion (1), consistent with the

12 Comprehensive Plan. The staff findings: The

13 proposed amendment to C-2 is consistent with the

14 intent and purpose of the Future Land Use category

15 Commercial as stated in Future Land Use 1.1.1

16 because the proposed use of the property is one

17 permitted under the Commercial Future Land Use.

18 The proposed amendment is consistent with the

19 intent and purpose of the Future Land Use category

09:04 20 Commercial as stated in Future Land Use 1.3.1. The

21 surrounding and abutting land uses are commercial.

22 The proposed amendment is consistent with the intent

23 of Future Land Use 1.5.3 promoting efficient use of

24 existing public roads, utilities and service

25 infrastructure. The proposed amendment also
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1 encourages redevelopment of underutilized property.

2 Criterion (2), consistent with the Land

3 Development Code. The findings: The proposed

4 amendment is consistent with the General Commercial

5 and Light Manufacturing uses and with the locational

6 criteria requirements. The parcel is located at or

7 in proximity to intersections of arterial/arterial

8 roadways, Chiefs Way and West Navy Boulevard, along

9 an arterial roadway within one-quarter mile of the

09:04 10 intersection as stated in the Escambia County Land

11 Development Code.

12 The proposed use is located in the C-3 Overlay,

13 Warrington Overlay District. The applicant must

14 comply with all sections of 6.07.01.

15 When applicable, further site plan review will

16 be needed to ensure the buffering requirements and

17 any other performance standards have been met should

18 this amendment be granted.

19 Criterion (3), compatible with surrounding

09:05 20 uses. Findings: The proposed amendment is

21 compatible with the surrounding and existing uses in

22 the area. Within the 500-foot radius impact area,

23 staff observed properties with zoning districts in

24 C-1, R-2, and C-2. There are 26 commercial uses, 15

25 residential and one multi-family use. The majority
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1 of surrounding uses in the 500-foot area are

2 commercial.

3 Criterion (4), changed conditions. Staff found

4 no changed conditions that would impact the

5 amendment or the property.

6 Criterion (5), effect on the natural

7 environment. According to the National Wetlands

8 Inventory, wetlands and hydric soils were not

9 indicated on the subject property. When applicable,

09:06 10 further review during site plan review process will

11 be necessary to determine if there would be any

12 significant adverse impacts on the natural

13 environment.

14 Criterion (6), development patterns. The

15 proposed amendment would result in a logical and

16 orderly development pattern. The property is

17 located along an arterial road and predominately

18 zoned commercial area. The current uses of the C-2

19 districts are of comparable intensity of the

09:06 20 surrounding uses and the property does meet the

21 locational criteria for commercial development.

22 That concludes all the staff's findings.

23 MR. BRISKE: Thank you, Mr. Fisher. Do you

24 have any witnesses or anyone you want to call?

25 MR. FISHER: No, not at this time, sir.
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PLANNING BOARD REZONING HEARINGS - DECEMBER 12, 2011

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1 MR. BRISKE: Mr. Drake, do you have any
 2 questions of the County staff at this point?
 3 MR. DRAKE: No, I do not have any questions for
 4 the County staff.
 5 MR. BRISKE: Board members, questions?
 6 MR. TATE: I have a question.
 7 MR. BRISKE: Yes, sir.
 8 MR. TATE: It's directed towards the County
 9 staff. I'm looking at this from the perspective
 09:07 10 this is already C-1 property; is that correct,
 11 Mr. Drake?
 12 MR. DRAKE: Correct.
 13 MR. TATE: So Mr. Drake could put a campground
 14 on this property today under C-1; is that correct?
 15 I'm just asking the question.
 16 MR. KERR: Campgrounds require a five acre
 17 minimum, so I don't believe -- I'm not sure if this
 18 property is.
 19 MR. TATE: On a campground property you could
 09:07 20 have a paint ball site and nobody would care less.
 21 So is this an issue of acreage or is this an issue
 22 of outdoor use?
 23 MR. KERR: It's the outdoor use and the fact
 24 that it's -- the closest thing that we had that
 25 could resemble this was a shooting gallery and that
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1 permitted in C-2.
 2 MR. TATE: I understand the optimum use. It's
 3 a guarantee you can find paint ball on different
 4 campgrounds and I understand the acreage size, but
 5 I'm just looking at it as a similar use.
 6 MR. KERR: You probably could, although whether
 7 or not they would be legal uses I would have to see,
 8 but a campground itself would be permitted.
 9 MR. TATE: Based on?
 09:08 10 MR. KERR: Based on the zoning, the acreage and
 11 all that. If they're doing other activities on
 12 there or uses that are restricted, then, of course,
 13 they would have to have the correct zoning to do
 14 that or modify their zoning.
 15 MR. GOODLOE: Mr. Chairman, I have a question.
 16 What is the staff's response to the CRA memo?
 17 MR. KERR: We did take a look at the memo. We
 18 understand the concern. We would agree that -- and
 19 we are aware that there are some plans that are
 09:08 20 going on. However, they've not been adopted as a
 21 part of the Land Development Code and when we do a
 22 rezoning application we do look at the Land
 23 Development Code, as well as the Comprehensive Plan.
 24 The Comprehensive Plan makes reference to infill
 25 development and so forth, but not specifically to
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1 that plan. We have had discussions with the CRA to
 2 see -- to begin looking at a way to incorporate
 3 these into the Land Development Code so that when a
 4 zoning is proposed that we also will take a look at
 5 those issues, as well. The C-3 overlay does not
 6 specifically prohibit this type of use, just for
 7 your information.
 8 MR. BRISKE: How would this compare to
 9 something like an outdoor laser tag type game? I
 09:10 10 understand that with paint ball there's a whole
 11 different issue with projectiles actually being shot
 12 out of things, but how will we treat this going
 13 forward?
 14 MR. KERR: I'm not sure I understand your
 15 question. If someone else were to apply for a paint
 16 ball use, what would we do; is that the question?
 17 MR. BRISKE: Well, I think Mr. Tate brought up
 18 a pretty good point. It doesn't seem like a paint
 19 ball field is a high intensity use of the property
 09:10 20 that would require such a high zoning for something
 21 like that, other than the outdoor requirements. So
 22 I'm just trying to figure out -- you know, I know
 23 that's a sport that's growing in popularity and we
 24 may see these things in the future.
 25 MR. KERR: Well, I think we would treat it the
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1 same way that we did this petition. If it's zoned
 2 C-2, then it would be permissible. If it's zoned
 3 anything other than that or if it was zoned any less
 4 intense, then we would obviously have to get the
 5 property owner to rezone the property.
 6 MR. GOODLOE: Mr. Chairman, I would ask the
 7 staff, is there any opportunity for conditional use
 8 in C-1?
 9 MR. KERR: I don't see this, no, sir.
 09:11 10 MR. TATE: Not that meets the letter.
 11 MR. KERR: Not that meets the code, no, sir.
 12 MR. TATE: In C-1 arcades are allowable. It
 13 doesn't -- they might be conditional. I'm not sure.
 14 MR. KERR: I believe it is conditional.
 15 MR. TATE: My question I was going to ask,
 16 those entities that are there, and we have more than
 17 one example locally that have grown outside their
 18 building, are their uses they have outside their
 19 building treated differently or they've got their
 09:12 20 foot on the ground so if they want to put this or
 21 that or whatever outside it's no longer --
 22 MR. KERR: Well, we would have to look at it on
 23 an individual basis, but I'm going to make a blanket
 24 statement here in that if their operation moved
 25 outside, then it would be considered outdoor
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1 recreation and they would have to be treated
 2 accordingly. So if there's a laser tag that's
 3 operating laser tag inside of a building and they
 4 move it outside of the building, then that's a
 5 different issue.

6 MR. TATE: Mr. Drake, I hope you understand the
 7 direction of our questions. We don't have any issue
 8 with what you want to do. Let me rephrase that. I
 9 can't speak for the Board.

09:12 10 MR. DRAKE: That was my issue, if there's an
 11 amendment that could be put on C-1 for conditional
 12 use, that's what we had looked at, too, for
 13 something associated with a physical retail store.

14 MR. TATE: I have no more questions.

15 MR. BRISKE: Any other questions from the
 16 Board? Okay. All right, sir we're going to go into
 17 the public forum portion of the meeting here. For
 18 those members of the public who wish to speak on
 19 this matter, please note that the Planning Board
 09:13 20 bases its decisions on the criteria and exceptions
 21 described in Section 2.08.02.D of the Escambia
 22 County Land Development Code. During our
 23 deliberations, the Planning Board will not consider
 24 general statements of support or opposition.
 25 Accordingly, when you speak, please limit your
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1 testimony to the criteria and exceptions described
 2 in Section 2.08.02.D. Please also note that only
 3 those individuals who are present today and give
 4 testimony on the record at this hearing before the
 5 Planning Board will be allowed to speak at the
 6 subsequent meeting before the Board of County
 7 Commissioners.

8 I do have one speaker signed up at this point.
 9 Fred Gunther, please come forward and be sworn in
 09:14 10 please, sir.

11 (Fred Gunther sworn.)

12 MR. BRISKE: Good morning, Mr. Gunther. You
 13 may proceed.

14 MR. GUNTHER: Fred Gunther. My address is 213
 15 South Baylen Street, Pensacola. I'm also the
 16 Chairman of the Zoning Board of Adjustment for the
 17 City of Pensacola, so I have much respect for you
 18 guys being here at 8:30 on a Monday morning.

19 I'm just here to support Mr. Drake. I don't
 09:14 20 have to tell this Board that Navy Boulevard is in
 21 desperate need of investment. I know he wouldn't
 22 want to toot his own horn, but he moved here with
 23 his family five years ago to start a Direct Buy
 24 franchise. He purchased a 50-year-old building that
 25 was basically a tear down and redeveloped it into a
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1 class A retail space that he's using now. That's
 2 the property that's adjacent to the west of this
 3 parcel.

4 Now he's taken a 60-year-old building on this
 5 parcel that we're talking about and turned it into a
 6 beautiful Italian restaurant, Paisano's. And now
 7 he's trying to turn a former junk yard into a
 8 recreation spot, you know, a paint ball field.

9 Personally, it kind of boggles my mind that the
 09:15 10 CRA would oppose this request, but I guess they're
 11 just covering themselves there. But, you know, I
 12 was a glad to see that staff appeared to support the
 13 request. It's surrounded by C-2 zoning across the
 14 street, to the side of it. As I mentioned,
 15 Mr. Drake owns the property to the west. You've got
 16 a borrow pit behind him. The other adjacent borrow
 17 pit is zoned ID-1.

18 Let's see here. The only other thing I want to
 19 mention, I agree with you, Mr. Chairman, it is not a
 09:16 20 very intense use. Santa Rosa County allows
 21 commercial recreation uses within HCD, which would
 22 be comparable to your C-1. So anyway, I hope you
 23 support the motion.

24 MR. BRISKE: Okay, any questions for
 25 Mr. Gunther? Staff, any questions?

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1 Thank you, sir.

2 MR. TATE: Mr. Chair?

3 MR. BRISKE: Yes, sir.

4 MR. TATE: Just for my personal curiosity, the
 5 entities that I was referring to that have grown
 6 outside their buildings are C-2.

7 MR. BRISKE: All right. Any other members from
 8 the public that wish to speak on this matter?
 9 Hearing none, we will close the public comment
 09:16 10 portion of the hearing.

11 Board members, are there any questions for the
 12 applicant, staff or members of the public at this
 13 point? Okay.

14 Mr. Drake, did you have anything else that you
 15 wanted to add as a closing statement?

16 MR. DRAKE: Nothing at all to add.

17 MR. BRISKE: Any questions?

18 MR. JONES: I think the CRA would like to
 19 speak.

09:17 20 MR. BRISKE: Let's hear -- Eva, are you going
 21 to be --

22 MS. PETERSON: Yes. Eva Peterson from CRA, if
 23 you will be sworn in, please.

24 (Eva Peterson sworn.)

25 MS. PETERSON: Eva Peterson -- good morning.

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PLANNING BOARD REZONING HEARINGS - DECEMBER 12, 2011

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1 How is everybody -- CRA division manager. It's been
 2 a while since I've been here, so it's good to see
 3 everybody.
 4 We did not have a very advanced notice of this
 5 and I don't have a copy of the memo in front of me,
 6 so I'm assuming you all have the memo and have all
 7 seen it. I have a few points based on the criteria
 8 here that I just want to emphasize with you.
 9 The first one is that I don't see that it's --
 09:18 10 and from CRA's discussion with staff and the CRA, as
 11 well as Keith Wilkins, it is not consistent with the
 12 Comp Plan. The Planning Board acting as the LPA
 13 under the Florida Statutes and under the Comp Plan
 14 approving the Comp Plan and approving the Warrington
 15 Redevelopment Plan, which this is the Warrington
 16 redevelopment area. I know that you've heard this
 17 C-3 Overlay, but this entire area is also the
 18 Warrington CRA.
 19 The Comp Plan FLUM 2.4.1 actually references
 09:18 20 the CRA Redevelopment Plan for Warrington
 21 specifically and this rezoning is not site plan
 22 specific, so we're looking at the Warrington
 23 Redevelopment Plan which does not support C-2 for
 24 this corridor. Okay.
 25 Changed conditions, which include Paisano's
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1 Pizza which the CRA provided commercial grant
 2 funding for to rehab that site, and that parcel is
 3 the same parcel that you're talking about today.
 4 Development patterns. We're looking at the
 5 Corridor Management Plan Design Guideline for the
 6 whole entire stretch -- the Corridor Management Plan
 7 stops at Old Corry and the design guidelines go all
 8 the way to the base -- in collaborative effort with
 9 the County Commission, with the commissioners,
 09:19 10 specially the consultant that we have on staff,
 11 which is the same one the planning staff is using,
 12 BHB Miller Sellen.
 13 The public, we've had several public workshops
 14 and other departments, Engineering and Traffic.
 15 Plus CRA has already received a context report and
 16 now we've received as of Friday the next phase draft
 17 report for the same project.
 18 The C-2 zoning is contradictory to the
 19 Warrington Redevelopment Plan that was adopted by
 09:20 20 the Board in 2010, reviewed by you and adopted by
 21 you in 2010, as well.
 22 The Village Neighborhood and Office Park Retail
 23 is part of the overall scheme in reducing the
 24 expanse of width of right of way that we have on
 25 that stretch. The visual Three-Day Preference
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1 Survey and examples of improved gateway and road
 2 access and cross sections that we've reviewed with
 3 the public are also part of the plan that we have
 4 just been talking about.
 5 The CRA will also be funding and managing the
 6 implementation of this project, so the overall
 7 Warrington Redevelopment Plan, which is pretty
 8 recent, is against the C-2 and it does ask that you
 9 retain the C-1 along this corridor. And if you got
 09:21 10 the feeling from the memo of that, that's what we're
 11 here today to try and reinforce any questions that
 12 you have. Any questions for me? David might want
 13 to share.
 14 MR. BRISKE: Any questions?
 15 MR. TATE: I have a question.
 16 MS. PETERSON: Yes, Tim.
 17 MR. TATE: Moving away from the zoning and
 18 dealing specifically with the use --
 19 MS. PETERSON: Well, it's not site specific.
 09:21 20 MR. TATE: I know that, but I'm asking you
 21 inside what you envision as that corridor area, that
 22 specific use --
 23 MS. PETERSON: It doesn't fit at all. We're
 24 looking at office park retail, specifically what the
 25 commissioners and the public have seen on the Visual
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1 Preference Survey would be Village Neighborhood and
 2 Office Park Retail. So this is a smaller scale.
 3 MR. TATE: And that would discount auto repair?
 4 MS. PETERSON: Absolutely. None of that would
 5 be -- we're looking at what we have, antique row on
 6 the one side and then we're looking at the other
 7 side, which this is going to be a smaller scaled
 8 tree lined median. All of this is a much cosier
 9 type of strip.
 09:22 10 MR. TATE: Everybody needs some stress release.
 11 MS. PETERSON: Yeah, paint ball -- you know, I
 12 hear talk about that. Paisano's restaurant and the
 13 CRA staff has been there, you know, on the same
 14 parcel. I don't know if I want to be eating my
 15 lunch and go out and pop pop pop. I don't know if
 16 you've played paint ball, but it's a little more
 17 intense than what you're making it sound like it's a
 18 relaxing campground type thing. Not in my
 19 experience.
 09:22 20 David Forte is the project manager. This is
 21 one of our major capital projects. We've put out a
 22 good chunk of money on this project which started in
 23 July, went out to bid in March of this year, so if
 24 you have any other questions for David.
 25 MR. BRISKE: Board members.
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09:23 1 MS. SINDEL: Mr. Chairman, I don't have a
 2 question. I just think that what CRA has done a
 3 wonderful job of reminding us is that when we make
 4 decisions regarding rezoning we oftentimes have to
 5 remember that we're looking at what will go into
 6 C-2, that we can't be specific that it will be paint
 7 ball, that we have to look at everything that will
 8 go in C-2. And the overlay districts have served a
 9 huge purpose throughout this county and we do have
 10 to contemplate the fact that you're looking at Navy
 11 Boulevard. You're looking at an independent
 12 businessman who has done a phenomenal job of
 13 bringing in businesses on Navy that do fit in the
 14 overlay and by turning around and going to C-2, you
 15 know, down the road, what doors does that open and
 16 will it fit in with the overall game plan that the
 17 County has worked pretty diligently on for Navy
 18 Boulevard.

09:23 19 MS. PETERSON: Right. We really try to work --
 20 I mean, the main goal of the CRA is to that economic
 21 area revitalization and public/private partnership
 22 in the reinvestment. At the same time the reason
 23 the redevelopment plans are in the Comp Plan is to
 24 keep those documents, it's to head that
 25 redevelopment in the right direction. It takes a

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09:24 1 lot to get the public to come out. We've had huge
 2 turnouts at those. So if you're going to build a
 3 redevelopment plan and then put a capital project
 4 that you spend anywhere from 300,000 to a million to
 5 three million dollars to implement a project like
 6 this and you take that time to go through that, you
 7 want it to match up with the redevelopment plan that
 8 did get adopted by the Planning Board, did get
 9 adopted by the BCC, so it is a long term vision
 10 definitely.

11 MR. BRISKE: Mr. Stitt has ask to be heard and
 12 then Mr. Tate.

13 MR. STITT: Thank you, Mr. Chairman. A
 14 question: Can you remind us how does the plan
 15 address the existing C-2 that's already there?

16 MS. PETERSON: The plan specifically, and it's
 17 referenced in the memo, the plan specifically asks
 18 that the C-1 zoning that is currently on that
 19 stretch on Navy be retained and that we not move to
 20 a more intense zoning of C-2.

21 MS. SINDEL: Similar to what we did on
 22 Barrancas.

23 MR. STITT: And the existing C-2 that's already
 24 there --

25 MS. PETERSON: In the Corridor Management Plan
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09:25 1 and the design guidelines that would be the next
 2 stage -- how close are we to 90 percent, David -- on
 3 the implementation part of that we would be looking
 4 at the next phase of what would we do with the C-2
 5 that's currently there. I'm not sure the uses
 6 actually on -- that the C-2 side are probably even
 7 being used as C-2 right now, so some of them may not
 8 need that. We do have one nonconforming, which we
 9 know, which is the mini golf thing which is
 10 nonconforming right now.

11 MR. BRISKE: Mr. Tate.

12 MR. TATE: I mean, that was part of the crux of
 13 my question was those uses that are already there,
 14 but I mean, the current uses, storage, auto repair,
 15 those don't fit in with the vision of that corridor,
 16 so how do you --

17 MS. PETERSON: I don't know that we have that
 18 as a major issue. I don't know that we have auto
 19 repair and storage as a heavy use along that stretch
 20 of Navy. That's really not a primary use along
 21 there right now. So we have C-1 along the north
 22 side there.

23 MR. TATE: I mean, it's been a while since I've
 24 been down that portion of the road, but just by what
 25 we're looking at on the map, I mean, one, two,
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1 three, four, five, six lots that are auto repair
 2 minimum, maybe seven.

3 MS. PETERSON: Yeah, that doesn't even --

4 MR. TATE: It may be contiguous so it may be
 5 the same person.

6 MS. PETERSON: I don't think we even have --

7 MR. BRISKE: We can't have comments unless
 8 you're at the microphone because we have a court
 9 reporter who's taking this down.

09:27 10 MS. PETERSON: We're there every single day,
 11 every other day, so, I mean, I could tell you from
 12 first hand there's not seven car lots or used cars.
 13 Whether they're contiguous lots or not, I don't know
 14 without looking at the map.

15 MS. DAVIS: Along those lines, since these
 16 properties are already C-2, if someone chooses to
 17 sell, they don't have to go for a rezoning. If they
 18 are one of these car repair shops, what happens,
 19 would you actually go to the zoning --

09:27 20 MS. PETERSON: The implementation would be that
 21 the rezoning would be C-1, exactly.

22 MR. BRISKE: Mr. Wingate.

23 MR. WINGATE: I have some kind of some
 24 questions and heartburn in that area. I drive that
 25 area almost everyday. Over the years it used to be

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PLANNING BOARD REZONING HEARINGS - DECEMBER 12, 2011

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1 an emerging area when you came over from "W" Street
 2 all the way around to like you're going to the Navy
 3 Hospital and going to Pete Moore, but it seems like
 4 every month you've got one or two more businesses
 5 that just dies. They said, well, they're on that
 6 north side of the road. The only thing that's major
 7 there now is Hertz and that restaurant. Some of
 8 those buildings that were residences of businesses
 9 they have seem -- have gone since BP. I said this
 09:28 10 man came in, you know, he brought a restaurant in
 11 there. When it first opened, it looked like it was
 12 booming because it's good food there because I know
 13 Carl took me there and I enjoyed his food, but
 14 that's irrelevant.
 15 But if we're going to have a corridor and a
 16 gateway going from the Naval Air Station from
 17 downtown Pensacola, looks like Navy Boulevard ought
 18 to represent viable businesses with sidewalks where
 19 they could walk from downtown, if a private wanted
 09:29 20 to do that, to the Navy base that would give some
 21 enhancement, but you see buildings torn down. Only
 22 thing you see there is like hotels and service
 23 stations but nothing else that kind of keeps to
 24 bring the traffic in.
 25 I have a client that has a restaurant that
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1 closed and he said it just wasn't what he expected.
 2 It just wasn't there. It was more like a downgrade
 3 than an upgrade. So, you know, I'm saying, well,
 4 it's nice to have a pattern in that old community
 5 and eventually, I'm going to say eventually, one of
 6 the schools may go away because the people that are
 7 in the older houses that are dying, they're getting
 8 beyond their years and some of them is going to have
 9 to be demolished. I think, you know, it's nice to
 09:29 10 have a new area and bring in upper scale stuff. I
 11 think where's the buyers and the new clients that's
 12 coming in to fill the spaces to enhance the gateway
 13 to not Warrington but the gateway to Pensacola and
 14 the Naval Air Station in here. I said, well, you
 15 know, what that brings is people with money. As we
 16 look at our numbers, our population is dropping.
 17 MS. PETERSON: You're making two good points.
 18 One of them is the point that I'm making about
 19 Village Neighborhood and that's the scale of Navy
 09:30 20 that needs to be brought down to where it is and the
 21 city CRA and I have talked about that. And Mayor
 22 Hayward, that's something they have discussed with
 23 us about connecting the downtown city to the CRA so
 24 it is more walkable and with the current Navy
 25 Boulevard scale as it is right now it's too big. So
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1 bringing that scale down so it's more walkable so it
 2 is a little bit easier so you want to stop into
 3 those stores and shop, that's a really good point
 4 and that's where the redevelopment plan is going.
 5 The other thing that you mentioned is the
 6 stretch of Warrington. So when you branch off from
 7 Corry and go this way and you also mentioned
 8 Warrington when you start getting up into those
 9 businesses which have closed up and that Clara who
 09:31 10 is our grants person has a little bit harder time
 11 getting businesses to come up through that stretch
 12 because the speed is a little bit faster, and the
 13 neighborhoods that come off of Warrington there,
 14 older homes that people don't have the money to
 15 reinvest in those, so it takes a little bit more.
 16 David, our capital improvement projects
 17 manager, is also doing Jackson Street sidewalks
 18 which you would be interested to know is down a
 19 really long stretch of Jackson Street, so that will
 09:31 20 be something that, hopefully, will help those
 21 neighbors.
 22 MR. WINGATE: My point was we've got to have
 23 industry to bring jobs that makes businesses want to
 24 invest money and then you've got to have that blend.
 25 We've had car dealerships move from that particular
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1 area and they move, but we've got two more that what
 2 if they move, and I said what future do we have to
 3 encourage job and residents.
 4 MS. PETERSON: Jackson Lakes is what we refer
 5 to as the lakes right behind Navy Boulevard there
 6 and one of the things that the commission has -- a
 7 couple of the commissioners have talked about and
 8 Commissioner Valentino specifically is putting in
 9 the parcel where Paisano's is, as you can see the
 09:32 10 big C-1 parcel here behind the subject site, would
 11 be putting office park retail, so you have Navy
 12 Federal that went out by Nature Trail more towards
 13 the interstate, but getting offices, office park
 14 commercial retail, things like maybe smaller scale
 15 banks come in right there and that would be more
 16 attractive looking via smaller scale and you could
 17 get something that would still have jobs to come
 18 with it.
 19 MS. DAVIS: Just one more question.
 09:33 20 MR. BRISKE: Ms. Davis.
 21 MS. DAVIS: How long range of a plan is this?
 22 What are we looking at, five, ten years?
 23 MS. PETERSON: I can let David come up and tell
 24 you the specifics of how close we're to being done.
 25 This plan, this guidelines and the corridor
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1 management plan should be finished fairly soon,
 2 early spring, and we would immediately start on
 3 implementation. We've already met with our
 4 Engineering staff here and transportation. We also
 5 have DOT is on this project, as well. So they're
 6 all prepared for that. We have TIFF funding, our
 7 tax increment financing, and our DOT support through
 8 the long range TPO plan and our LOST money, so most
 9 of that is already secured and we have that. But if
 09:34 10 you want to hear more details, you can have David
 11 share it with you or he can share it with you
 12 afterwards.
 13 MR. BRISKE: Anymore questions from the Board?
 14 Mr. Drake, do you have any questions of
 15 Ms. Peterson?
 16 MR. DRAKE: Not Ms. Peterson.
 17 MR. BRISKE: Yes, please come forward.
 18 Thank you, Ms. Peterson.
 19 Yes, sir. Just state your name again so the
 09:34 20 court reporter will have it for the record.
 21 MR. DRAKE: My name is Gregory Drake. My
 22 property is 3920 Navy Boulevard.
 23 I understand comprehensive plans. I grew up in
 24 Silicon Valley and I saw thousand of plans come
 25 together. I also fly for American Airlines and we
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1 all know how their plan went.
 2 What it takes for Navy, if you're not aware,
 3 we're looking at other properties. There are three
 4 properties right now that just went into foreclosure
 5 this year and there are more to follow. If you look
 6 at it there's numerous derelict properties. I
 7 understand it's nice to put in new pavement, new
 8 sidewalks and new signs, but that's not what's going
 9 to turn Navy around.
 09:35 10 In regards to the C-2, I understand the concern
 11 with the zoning. I can't say I'm going to be there
 12 forever. I can't say that. I'm a businessman.
 13 That's the way things work. Paint ball it will
 14 supplement. Basically we have a lot of military
 15 people in the area, we have a lot of families and it
 16 is a family activity. Me and my son do it.
 17 We don't have the money obviously in the County
 18 or the state of Florida to support any Chiropractor
 19 plan change that I see in the near future. I
 09:35 20 applied for sales tax. I put about half a million
 21 dollars in Paisano's and they denied it all because
 22 they needed more proof. Can I give them more proof
 23 than the pictures and the writing? I understand the
 24 plan, it's something that hasn't been adopted yet.
 25 Do I see it happening? I hope so I would like to
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1 see Navy turn around.
 2 There are plenty of opportunities in Pensacola,
 3 but at the current financial state of the counties
 4 and the state and the federal government, I don't
 5 see these plans coming into fruition. It's going to
 6 take an entrepreneur to come in. It's going to take
 7 an investor, an individual, to turn the Navy around,
 8 not the government.
 9 MR. BRISKE: Any other questions? All right.
 09:36 10 Thank you, sir.
 11 Pleasure of the Board.
 12 MR. BARRY: Are you ready for a motion?
 13 MR. BRISKE: Whenever you want to start.
 14 MR. BARRY: I don't have an issue with the
 15 rezoning. I don't know if you want to start that
 16 way.
 17 MR. BRISKE: Well, you could propose a motion
 18 and if there's any discussion we could open it up
 19 for that.
 09:36 20 MR. BARRY: I move to recommend approval of
 21 zoning application Z- 2011-19, 3910 West Navy
 22 Boulevard, from C-1 to C-2 to the BCC and adopt the
 23 Findings-of-Fact that were presented by staff.
 24 MR. GOODLOE: Second.
 25 MR. BRISKE: We have a motion and a second.
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1 Discussion? All those in favor, say aye.
 2 (Board members vote.)
 3 MR. BRISKE: Opposed?
 4 MS. SINDEL: Nay.
 5 MR. BRISKE: It passes with one opposition
 6 vote.
 7 (The motion passed with one opposed.)
 8 MR. BRISKE: So thank you, Mr. Drake.
 9 At this time let's go ahead and take about a
 09:37 10 five-minute recess here. I think we're going to
 11 temporarily close the quasi-judicial portion of the
 12 meeting so we can go in and hear our public hearing
 13 on the small scale amendment and then we'll resume,
 14 so we will ask our court reporter to take a few
 15 minute break here and then come back to that, so
 16 when we come back I will call the Planning Board
 17 into session. Let's come back -- let's go ahead and
 18 make it 15 till 10, please.
 19 (Break taken, after which the proceedings
 20 continued.)
 21 (The transcript continues on Page 53.)
 22 * * *
 23
 24
 25
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Planning Board-Rezoning

Item #: 5.

Meeting Date: 12/12/2011
CASE: Z-2011-19

APPLICANT: Gregory Drake, Owner
ADDRESS: 3910 W Navy Blvd
PROPERTY REFERENCE NO.: 38-2S-30-1000-170-006
FUTURE LAND USE: C, Commercial
COMMISSIONER DISTRICT: 2
OVERLAY AREA: C-3, Warrington Overlay
BCC MEETING DATE: 01/05/2012

Information

SUBMISSION DATA:

REQUESTED REZONING:

**FROM: C-1, Retail Commercial district (cumulative) (25 du/acre)
C-3, Warrington Commercial Overlay District**

**TO: C-2, General Commercial and Light Manufacturing
District, (cumulative) (25 du/acre)**

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development. The minimum residential density is 0 dwelling units per acre with the maximum residential density of 25 dwelling units per acre.

FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage

redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to C-2 **is consistent** with the intent and purpose of Future Land Use category Commercial as stated in **CPP FLU 1.1.1** because the proposed use of the property is one permitted under Commercial FLU.

The proposed amendment **is consistent** with the intent and purpose of Future Land Use category Commercial as stated in **CPP FLU 1.3.1**, the surrounding and abutting existing land uses are Commercial.

The proposed amendment **is consistent** with the intent of **CPP FLU 1.5.3** promoting the efficient use of existing public roads, utilities and service infrastructure; the proposed amendment also encourages redevelopment of an underutilized property.

CRITERION (2)

Consistent with The Land Development Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

LDC 6.05.14. C-1 retail commercial district (cumulative). This district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The district provides for various commercial operations where all such operations are within the confines of the building and do not produce undesirable effects on nearby property.

LDC 6.05.16. C-2 General commercial and light manufacturing district (cumulative). This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.). Characteristically, this type of district occupies an area larger than that of the C-1 retail commercial district, is intended to serve a considerably greater population, and offers a wider range of services. The maximum density for residential uses is 25 dwelling units per acre.

All general commercial and light manufacturing (C-2) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13) and in Article 7.

B. Permitted uses.

1. Any use permitted in the C-1 district.
2. Amusement and commercial recreational facilities such as, but not limited to, amusements parks, shooting galleries, miniature golf courses, golf driving ranges, baseball batting ranges and trampoline centers.
3. Carnival-type amusements when located more than 500 feet from any residential district.

4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.
5. New and used car sales, mobile home and motorcycle sales and mechanical services. No intrusions are permitted on the public right-of-way (see section 6.04.09).
6. Automobile rental agencies. No intrusions are permitted on the public right-of-way (see section 6.04.09).
7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the public right-of-way (see section 6.04.09).
8. Automobile repairs, including body work and painting services.
9. Radio broadcasting and telecasting stations, studios and offices with on-site towers 150 feet or less in height. See section 7.18.00 for performance standards.
10. Commercial food freezers and commercial bakeries.
11. Building trades or construction office and warehouses with outside on-site storage.
12. Marinas, all types including industrial.
13. Cabinet shop.
14. Manufacturing, fabrication and assembly type operations which are contained and enclosed within the confines of a building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare.
15. Commercial communication towers 150 feet or less in height.
16. Taxicab companies.
17. Bars and nightclubs.
18. Boat sales and service facilities.
19. Boat and recreational vehicle storage. (No inoperable RVs, untrailerred boats, repair, overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance conditions as defined in section 7.07.06.)
20. Adult entertainment uses subject to the locational criteria listed below (See Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and Indecency"). However, these C-2 type uses are not permitted in the Gateway Business Districts.
 - a. Adult entertainment uses must meet the minimum distances as specified in the following locational criteria:
 - (1) One thousand feet from a preexisting adult entertainment establishment;
 - (2) Three hundred feet from a preexisting commercial establishment that in any manner sells or dispenses alcohol for on-premises consumption;
 - (3) One thousand feet from a preexisting place of worship;
 - (4) One thousand feet from a preexisting educational institution;
 - (5) One thousand feet from parks and/or playgrounds;
 - (6) Five hundred feet from residential uses and areas zoned residential within the county.
21. 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).
22. Temporary structures. (See section 6.04.16)
23. Arcade amusement centers and bingo facilities.
24. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

LDC 7.20.06. General commercial and light manufacturing locational criteria (C-2).

- A. General commercial land uses shall be located at or in proximity to intersections of arterial/arterial roadways or along an arterial roadway within one-quarter mile of the intersection.
- B. They may be located along an arterial roadway up to one-half mile from the intersection provided that all of the following criteria are met:
 1. Does not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A or V-3);

2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8, article 7.
3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;
4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision;
5. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics;
6. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

FINDINGS

The proposed amendment **is consistent** with the general commercial and light manufacturing uses and with the locational criteria requirements. The parcel is located at or in proximity to intersections of arterial/arterial roadways Chiefs Way and W Navy Blvd or along an arterial roadway within one-quarter mile of the intersection, as stated in the Escambia County Land Development Code (LDC 7.20.06.)

The proposed use is located in the C-3 (OL) Warrington Commercial Overlay District, the applicant must comply with all of section 6.07.01.

When applicable, further site plan review will be needed to ensure the buffering requirements and other performance standards have been met, should this amendment be granted.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts in C-1, R-2, and C-2. There are 26 commercial uses, 15 residential, and one multi-family use. The majority of the surrounding uses within the 500' area are commercial.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

Staff found no changed conditions that would impact the amendment or property(s).

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils were not indicated on the subject property. When applicable, further review during the site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

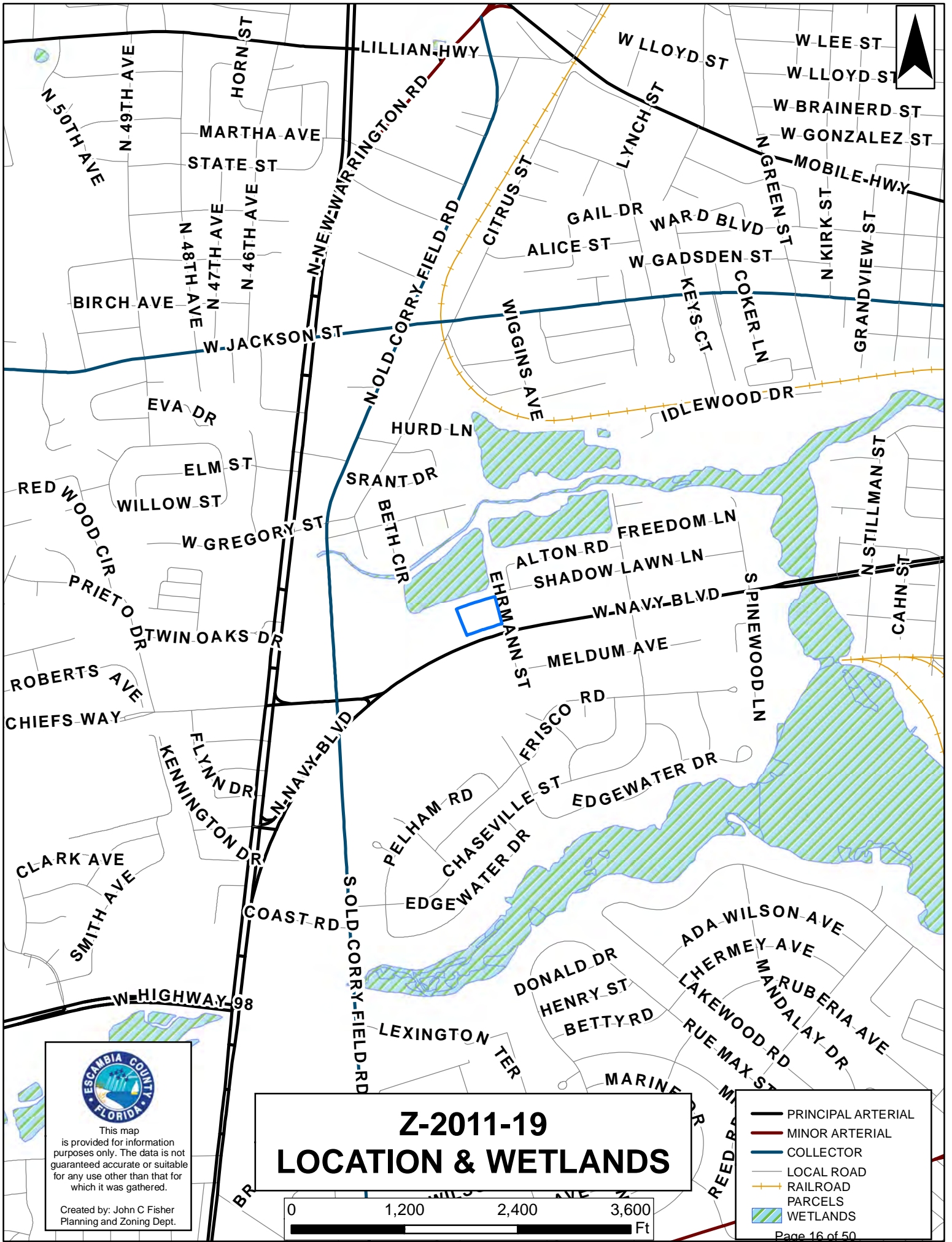
FINDINGS


The proposed amendment **would result** in a logical and orderly development pattern. The property is located along an arterial road in a predominately zoned commercial area. The permitted uses of the C-2 zoning district are of a comparable intensity of the surrounding uses and the property does meet locational criteria for commercial development.

Note: The above technical comments and conclusion are based upon the information available to Staff prior to the public hearing; the public hearing testimony may reveal additional technical information.

Attachments

Z-2011-19



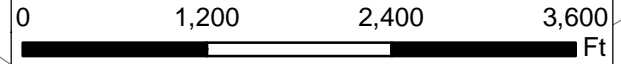


 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

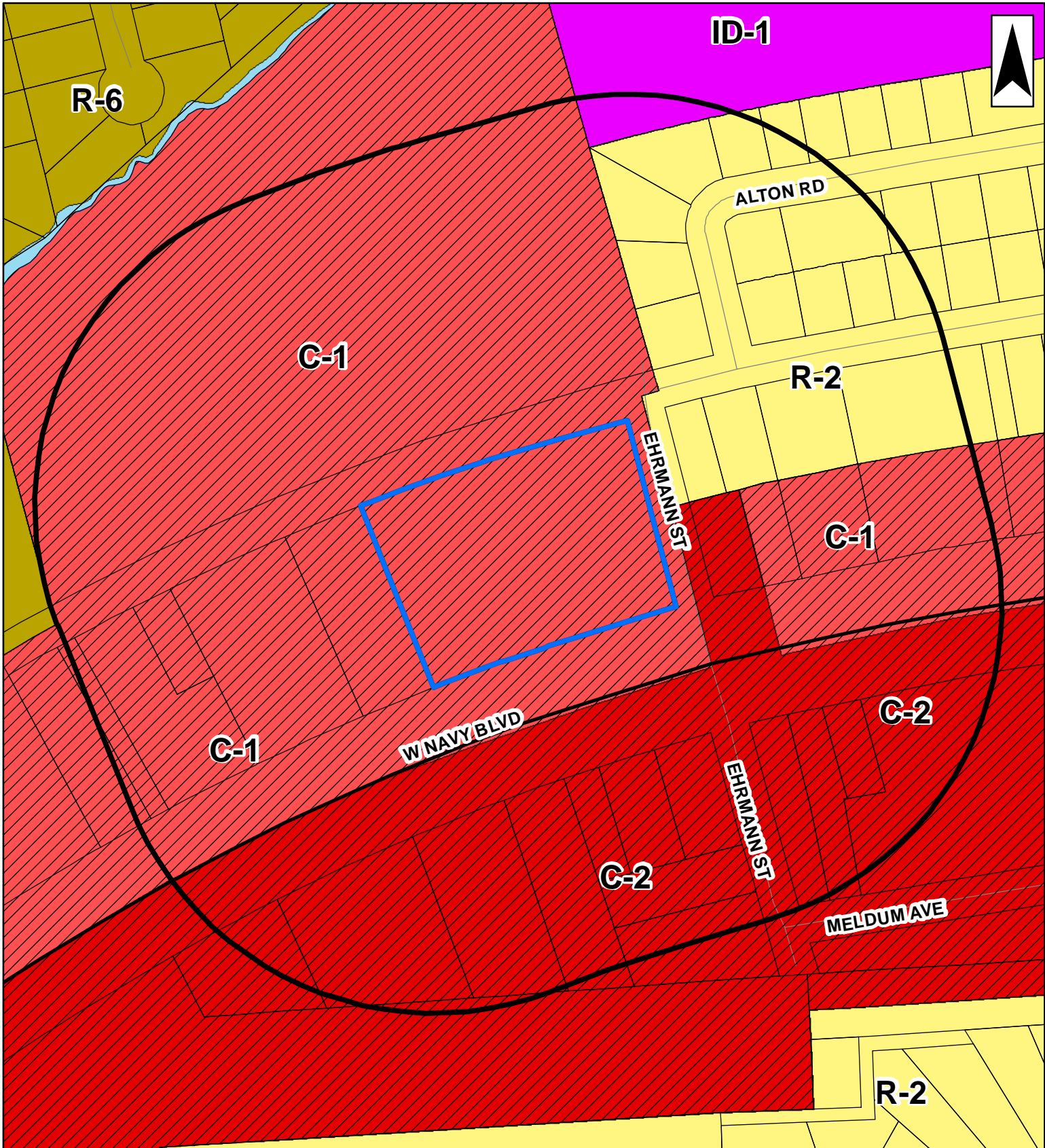
 Created by: John C Fisher

 Planning and Zoning Dept.

Z-2011-19 LOCATION & WETLANDS



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS
- WETLANDS



R-6

ID-1

C-1

ALTON RD

R-2

EHRMANN ST

C-1

C-1

W NAVY BLVD

EHRMANN ST

C-2

C-2

MELDUM AVE

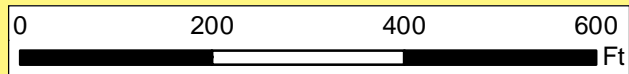
R-2



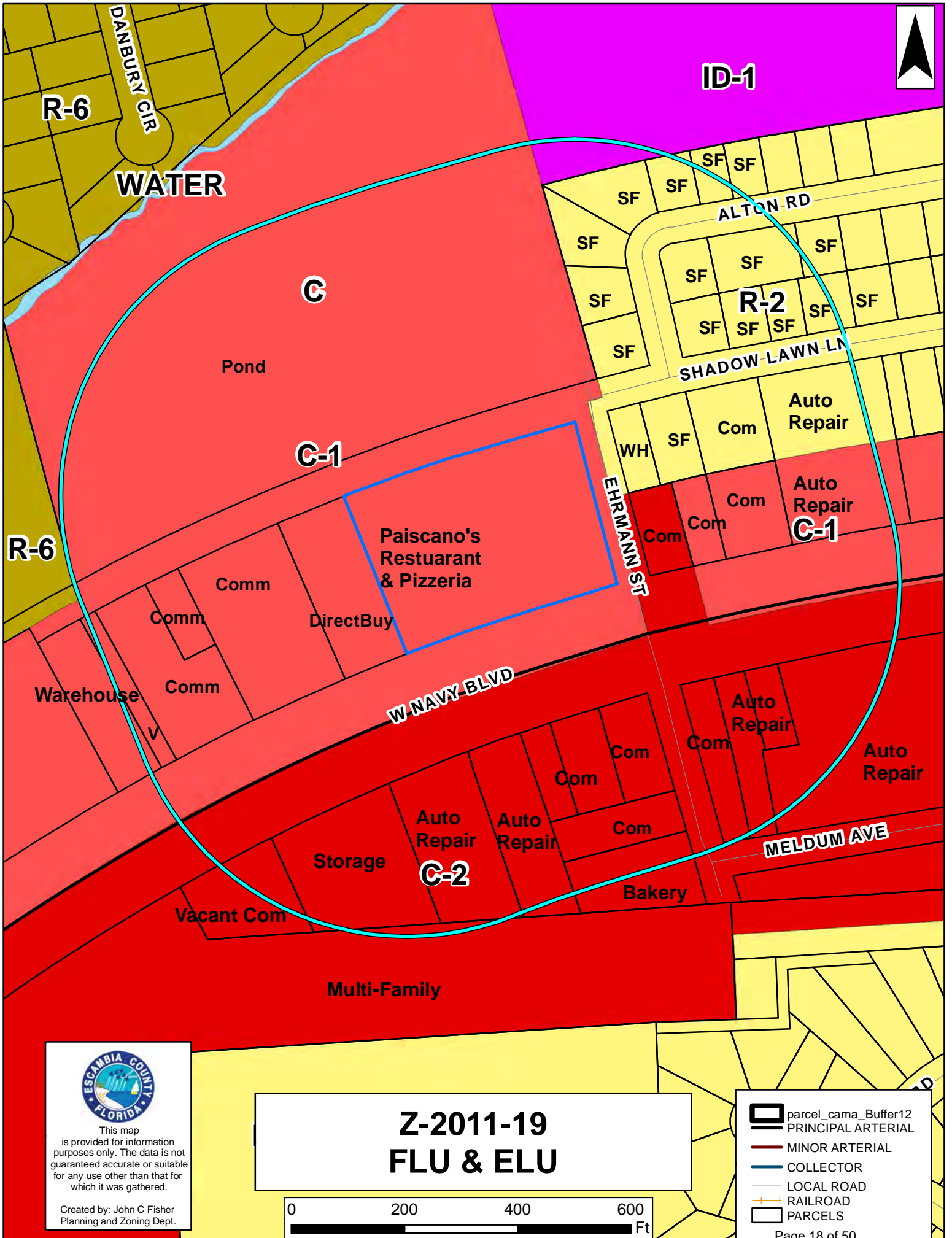
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2011-19 500' ZONING/OVERLAY



- C-3(OL)
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



ID-1

R-6

WATER

C

Pond

C-1

Paiscano's
Restuarant
& Pizzeria

DirectBuy

R-6

Comm

Comm

Warehouse

Comm

W NAVY BLVD

EHRMANN ST

Auto Repair

Auto Repair
C-1

Auto Repair

Auto Repair

Auto Repair

Auto Repair

Storage

C-2


Com

MELDUM AVE

Bakery

Vacant Com

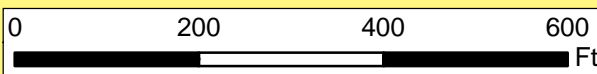
Multi-Family









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.

Created by: John C Fisher
Planning and Zoning Dept.

**Z-2011-19
FLU & ELU**



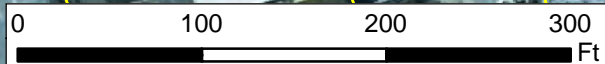
-  parcel_cama_Buffer12
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD
-  PARCELS



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.

Created by: John C Fisher
Planning and Zoning Dept.

Z-2011-19 AERIAL



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS

Public Notice Sign





Looking East along Navy Blvd



Looking Northeast at subject property



Looking North at West end of parcel



Looking North



Looking North-Northeast



Looking North at intersection of Navy Blvd and Ehrmann St



Looking West along Navy Blvd



Looking Northwest at subject property



Looking Northwest at subject property



Looking south across Navy Blvd from subject property



Looking Southwest across Navy Blvd from Subject Property



Looking North at subject property



Looking West at the rear of subject property



Looking Southwest at the rear of the subject property



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

INTEROFFICE MEMORANDUM

TO: Planning Board Members

FROM: Eva A. Peterson, CRA Manager, Community & Environment Department

DATE: December 5, 2011

RE: **3910 Navy Blvd. – Rezoning Request**

Regarding the above listed property, located in the Warrington Community Redevelopment district, this site is currently zoned Commercial-1 which is supported by the BCC adopted Redevelopment Plan from 2010. The Plan states in the zoning strategy section that “retention of the predominantly C-1 Commercial zoning along the arterial highways is particularly important.” The CRA is not in favor of high intensity C-2 along the Navy Boulevard corridor as this would contradict the future desires of the Warrington community.

Along with the plan recommendation, the CRA has been working with a firm, VHB Miller-Sellen, on a Corridor Management Plan, which includes design guidelines, for the entire 3.3 mile Navy Blvd. corridor since July 2011.

A Corridor Management Plan (CMP) is a plan generated to provide an analysis of a corridor over a long-range planning horizon, typically a 20 year planning horizon. CMPs are developed in concert with the U.S. Department of Transportation, Federal Highway Administration (FHWA) Scenic Byway program. These plans follow FHWA guidelines for a master planning process along a corridor, with a focus both within and outside of the corridor right-of-way. These plans establish community-based goals and implementation strategies along a corridor and describe how to use community resources efficiently, how to conserve intrinsic qualities of the corridor and how to enhance its value to the community.

VHB will prepare a design guidelines manual for the Navy corridor located within the Warrington Redevelopment Area and provide recommendations to update an existing overlay zoning district to incorporate the design guidelines. The design guidelines manual will contribute to creating a desired appearance for redevelopment and reinvestment while encouraging new investment to the adjacent historic, waterfront, village-like neighborhoods.

To reaffirm the CRA's position, the CRA respectfully requests the Board to deny the rezoning application as to the reasons stated above.

KW/EP

RE: 3910 W Navy Blvd, Pensacola, FL 32507

Reference Number: 382S301000170006

Owners: T & A Investment Properties, LLC

Approximate Acreage: 2.82

We are requesting a rezoning change for 3910 W Navy Blvd from C1 to C2 to build a Paintball Field. The Paintball Field is to be used as a recreational facility.

(a)

The Comprehensive Plan states:

FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

The Future Land Use Map shows that the location on Navy Blvd in regards to Future Land Use is to be zoned for commercial purposes. The existing location is already zoned C1, and we are requesting C2, which complies with the FLU.

Commercial

(C)

Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.

Residential

Retail and Services

Professional Office

Light Industrial

Recreational Facilities

Public and Civic

Residential

Minimum Density: None

Maximum Density: 25

du/acre

Non-Residential

Minimum Intensity:

The purpose intended for the lot is General Business Trade in the form of Recreational Facilities.

(b)

The LDC establishes permitted uses for C2 Zones:

B. *Permitted uses.* 1. Any use permitted in the C-1 district. 2. Amusement and commercial recreational facilities such as, but not limited to, amusements parks, shooting galleries, miniature golf courses, golf driving ranges, baseball batting ranges and trampoline centers.

The Paintball Field falls directly into this category.

(c)

In regards to compatibility with surrounding uses:

Parcels located adjacent to and across from are already zoned either C1 or C2.

(d)

In regards to changed conditions:

The only changed condition would be to implement screening and fencing to control any possible damage resulting from usage of the paintball field.

(e)

In regards to Effect on natural environment:

The property is already zoned C1. Changing to C2 will have no additional adverse affects on the environment.

(f)

In regards to Development Patterns:

Rezoning to C2 does result in a logical and orderly development pattern. It keeps with FLU Map and it will remain zoned for commercial use.



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: C-1 to: C-2

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Gregory Drake Phone: 850 607 2288

Address: 3920 W Navy Blvd Email: DRAKE8821@HOTMAIL.COM

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 3910 W Navy Blvd

Property Reference Number(s)/Legal Description: 3825301000170006

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Brenda L. Wilson
Signature of Owner/Agent

Gregory Drake
Printed Name Owner/Agent

10/13/11
Date



Printed Name of Owner

Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 26 day of October 20 11,
by Gregory Michael Drake

Personally Known OR Produced Identification . Type of Identification Produced: Florida Drivers License Class E

Brenda L. Wilson
Signature of Notary
(notary seal must be affixed)

Brenda L. Wilson
Printed Name of Notary

FOR OFFICE USE ONLY

Meeting Date(s): 12/12/11 Accepted/Verified by: _____ Date: _____

Fees Paid: \$ _____ Receipt #: _____ Permit #: _____

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 3825301000170006

Property Address: 3910 W Navy Blvd

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 13th DAY OF October, YEAR OF 2011.

[Signature]
Signature of Property Owner

Gregory Drake
Printed Name of Property Owner

10/13/11
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 3910 W Navy Blvd,
Florida, property reference number(s) 3825301000 170006

I hereby designate _____ for the sole purpose
of completing this application and making a presentation to the:

- Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
- Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this _____ day of _____ the year of, _____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: _____ Email: _____

Address: _____ Phone: _____

Signature of Property Owner

Printed Name of Property Owner

Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____,
by _____.

Personally Known OR Produced Identification . Type of Identification Produced: _____

Signature of Notary

Printed Name of Notary

(Notary Seal)

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

T & A Investment Properties, LLC

(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

Mailing Address:

3920 Navy Blvd
Pensacola, FL 32507

3920 Navy Blvd
Pensacola, FL 32507

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Gregory Drake

Name

3920 Navy Blvd

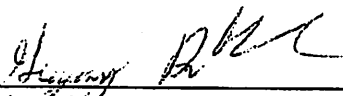
Florida street address (P.O. Box **NOT** acceptable)

Pensacola, FL 32507 FL

City, State, and Zip

FILED
08 NOV 19 PM 3:15
TALLAHASSEE, FLORIDA

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.



Registered Agent's Signature (REQUIRED)

(CONTINUED)

Page 1 of 2

ARTICLE IV- Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:

"MGR" = Manager

"MGRM" = Managing Member

Name and Address:

Gregory Drake

3920 Navy Blvd

Pensacola, FL 32507

Rebecca Pagan

3920 Navy Blvd

Pensacola, FL 32507

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____ (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Gregory Drake

Typed or printed name of signee

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

Prepared by and return to:
Wm. Rod Mitchell
Attorney at Law
Wm. Rod Mitchell, P.A.
125 South Alcaniz Suite 2
Pensacola, FL 32502
850-439-1500
File Number: 08-379
Will Call No.:

Parcel Identification No. **382S301000170006**

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **30th** day of **December, 2008** between **John W. Hawkins and Hazel N. Hawkins, husband and wife** whose post office address is **6445 Scenic Hwy., Pensacola, FL 32504** of the County of **Escambia**, State of **Florida**, grantor*, and **T & A Investment Properties, L.L.C., a Florida limited liability company** whose post office address is **3920 W. Navy Blvd., Pensacola, FL 32507** of the County of **Escambia**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida**, to-wit:


Lots 17 to 28, both inclusive, in Block 6, Westerly Heights, according to plat thereof recorded in Plat Book 2, Page 14, of the Public Records of Escambia County, Florida.

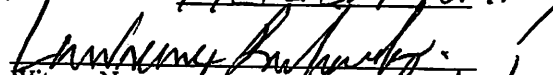
and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.


* "Grantor" and "Grantee" are used for singular or plural, as context requires.


In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

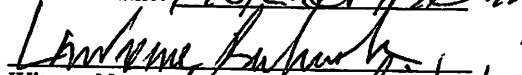
Signed, sealed and delivered in our presence:



Witness Name: Fletcher Fleming


Witness Name: Lawrence Richards

 (Seal)
John W. Hawkins


Witness Name: Fletcher Fleming


Witness Name: Lawrence Richards

 (Seal)
Hazel N. Hawkins

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 30th day of December, 2008 by John W. Hawkins and Hazel N. Hawkins, who are personally known or have produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name: _____

My Commission Expires: _____

**RESIDENTIAL SALES ABUTTING ROADWAY
MAINTENANCE DISCLOSURE
ESCAMBIA COUNTY, FLORIDA**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the county of the veracity of any disclosure statement.

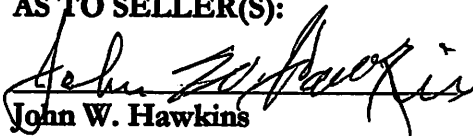
NAME OF ROADWAY:

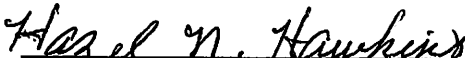
LEGAL ADDRESS OF: 3904 Navy Blvd, Pensacola, FL 32507

The County () has accepted (X) has not accepted the abutting roadway for maintenance.


This form completed by: Wm. Rod Mitchell, P.A. dba Coastal Floridian Title
125 South Alcaniz Street, Suite 2
Pensacola, FL 32502

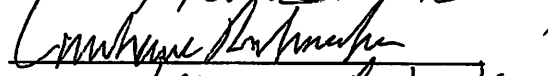
AS TO SELLER(S):


John W. Hawkins


Hazel N. Hawkins

WITNESSES TO SELLER(S):


Print Name: Fletcher Flocking



Print Name: Lawrence Richardson


AS TO BUYER(S):

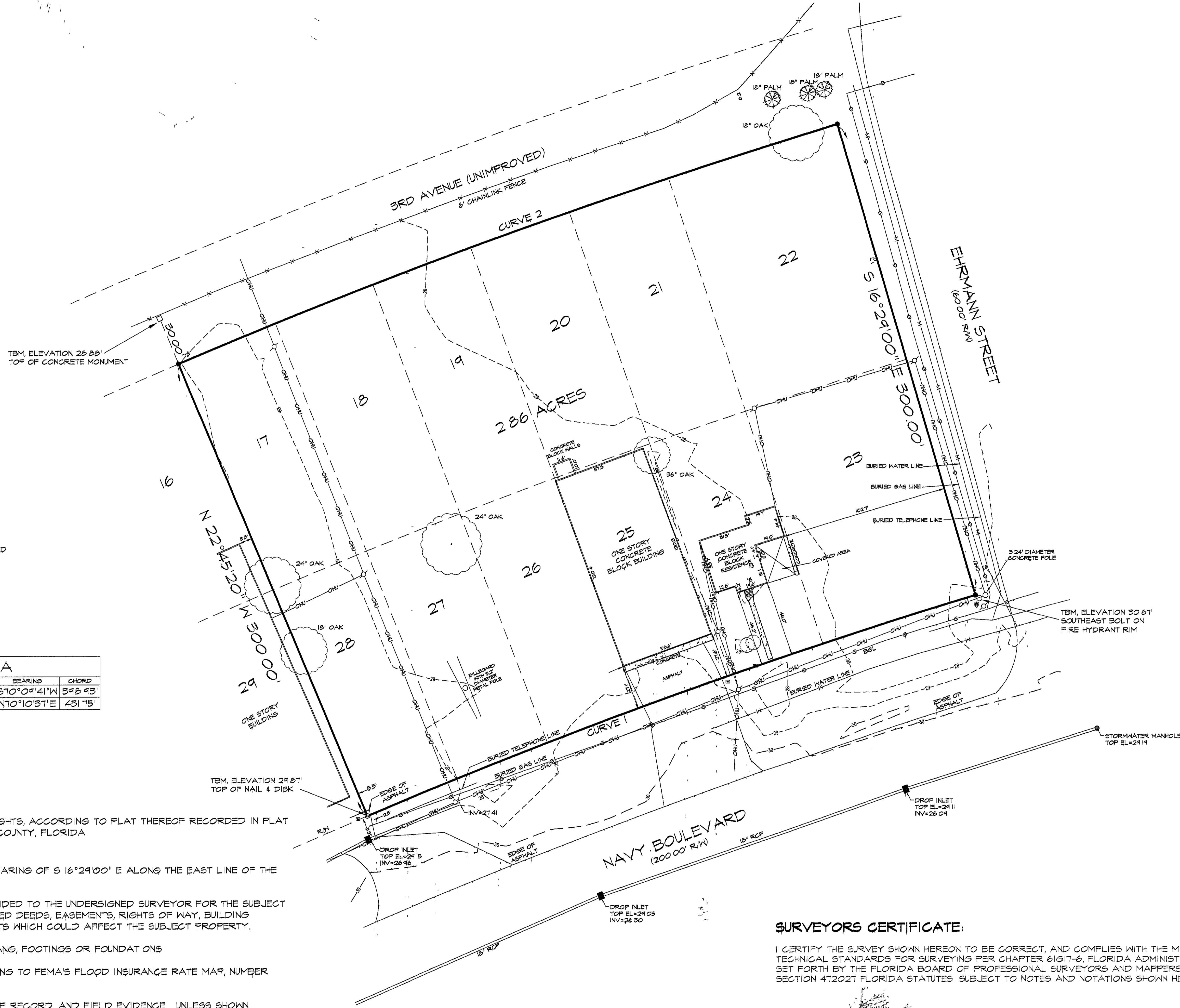

Rebecca Pagan


Gregory Drake

WITNESSES TO BUYER(S):


Print Name: Fred Gunther


Print Name: William R Mitchell



- LEGEND:**
- TBM TEMPORARY BENCHMARK
 - R/W RIGHT OF WAY
 - OHU OVERHEAD UTILITIES
 - BGL BURIED GAS LINE
 - GM GAS METER
 - ⊙ POWER POLE
 - 4"x4" CONCRETE MONUMENT FOUND
 - 1/2" CAPPED ROD SET, NO 4511
 - ⊙ NAIL AND DISK SET, NO 4511

CURVE DATA

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
1	3419.83'	349.10'	5°50'01"	S70°09'41"N	348.93'
2	4219.83'	431.94'	5°51'53"	N70°10'37"E	431.75'

DESCRIPTION

LOTS 17 TO 28, BOTH INCLUSIVE, IN BLOCK 6, WESTERLY HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 14, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

SURVEYORS NOTES

THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT BEARING OF S 16°29'00" E ALONG THE EAST LINE OF THE SURVEYED PROPERTY

NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PROVIDED TO THE UNDERSIGNED SURVEYOR FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.

THE STRUCTURE DIMENSIONS DO NOT INCLUDE EAVE OVERHANG, FOOTINGS OR FOUNDATIONS

THE SUBJECT PROPERTY IS LOCATED IN ZONE "X", ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP, NUMBER 12033C03706, MAP REVISED SEPTEMBER 29, 2006

THE INFORMATION SHOWN HEREON IS BASED ON THE PLAT OF RECORD, AND FIELD EVIDENCE UNLESS SHOWN OTHERWISE, PLAT AND FIELD MEASURED INFORMATION AGREE

THE ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK H111 1945, ELEVATION 32.35 FEET, NAVD 88

THE LOCATION OF BURIED UTILITIES IS BASED ON FIELD MARKINGS BY THE UTILITY PROVIDER. NO CERTIFICATION IS GIVEN BY THE UNDERSIGNED SURVEYOR TO THE ACCURACY OR COMPLETENESS OF THESE MARKINGS. THERE MAY BE OTHER BURIED UTILITIES WHICH DO NOT APPEAR ON THIS SURVEY

SURVEYORS CERTIFICATE:

I CERTIFY THE SURVEY SHOWN HEREON TO BE CORRECT, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472027 FLORIDA STATUTES SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON

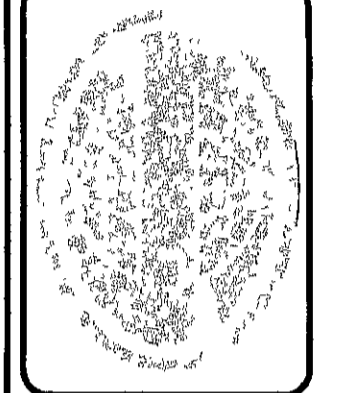
Ricky B. Bess
 RICKY BESS
 FLORIDA LICENSED SURVEYOR, MAPPER NO 4511

MAY 8, 2009

DATE

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NAMED ABOVE, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

RBSears Land Surveying, Inc.
 5941 BERRYHILL ROAD, SUITE D
 MILITON, FLORIDA 32570
 TELEPHONE (850) 983-0449
 FAX (850) 623-3284



BOUNDARY SURVEY
 LOTS 17 THRU 28, BLOCK 6
 WESTERLY HEIGHTS
 ESCAMBIA COUNTY, FLORIDA

PREPARED FOR:
 MR GREGORY DRAKE

Field Book	26
Field Book Page	52-59
Field Date	4/24/09
Scale	1"=30'
Drawn By	PJK
Date	4/30/09
Job Number	08086



Development Services Department

Building Inspections Division

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **543349**

Date Issued. : 10/27/2011

Cashier ID : GELAWREN

Application No. : PRZ111000018

Project Name : Z-2011-19

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Credit Card	V-1860	\$1,050.00	App ID : PRZ111000018
		\$1,050.00	Total Credit Card

Received From : GREGORY M DRAKE

Total Receipt Amount : **\$1,050.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ111000018	636768	1,050.00	\$0.00	3904 W NAVY BLVD, PENSACOLA, FL, 32507

Total Amount :	1,050.00	\$0.00	Balance Due on this/these Application(s) as of 11/23/2011
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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board

Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2011-19

OR

Agenda Item Number/Description:

In Favor Against

*Name: Fred Gunther

*Address: 213 S. Baylen Street *City, State, Zip: Pensacola FL 32502

Email Address: fred@guntherproperties.com Phone: 516.7570

Please indicate if you:

would like to be notified of any further action related to the public hearing item.

do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board

Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing OR Regular Planning Board Meeting
Rezoning Case #: Z-2011-19 Agenda Item Number/Description:
[X] In Favor _____ Against _____

*Name: Gregory Drake

*Address: 3920 Navy *City, State, Zip: Pensacola, FL 32507

Email Address: Drake8821@hotmail.com Phone: 850-316-7100

Please indicate if you:

- [X] would like to be notified of any further action related to the public hearing item.
[] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

- 1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1912

Growth Management Report Item #: 11. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 01/05/2012
Issue: 5:45 p.m. - A Public Hearing - Amendment to the Official Zoning Map
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing for Consideration of Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the Rezoning Cases heard by the Planning Board on December 12, 2011, and approved during the previous agenda item, and to provide for severability, inclusion in the Code, and an effective date.

BACKGROUND:

Rezoning Cases Z-2011-18 and Z-2011-19 were heard by the Planning Board on December 12, 2011. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2011-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended as follows.

Case No.:	Z- 2011-18
Location:	15 Becks Lake Rd
Property Reference No.:	14-1N-31-1001-000-002
Property Size:	9.39 (+/-) acres
From:	ID-CP, Commerce Park (cumulative) and GBD, Gateway Business District
To:	ID-2, General Industrial Business District
FLU Category:	MU-S, Mixed Use Suburban

Case No.:	Z-2011-19
Location:	3910 W Navy Blvd
Property Reference No.:	38-2S-30-1000-170-006
Property Size:	2.82 (+/-) acres
Overlay Area:	C-3, Warrington Commercial Overlay District
From:	C-1, Retail Commercial District (cumulative) (25 du/acre)
To:	C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)
FLU Category:	MU-U, Mixed Use Urban

Section 2. 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 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2010); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1807

Growth Management Report Item #: 11. 3.

BCC Regular Meeting

Public Hearing

Meeting Date: 01/05/2012
Issue: 5:46 p.m. - A Public Hearing - Small Scale Amendment 2011-01
From: Allyson Cain
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of the Small Scale Amendment - SSA 2011-01

That the Board review and adopt the Small Scale Amendment SSA 2011-01, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan 2030, as amended; amending the Future Land Use Map designation.

BACKGROUND:

Thomas Hammond, Agent for Cody Rawson of Black Gold of NW Florida, LLC. requested an amendment to change the Future Land Use category for a parcel totaling 9.39 (+/-) acres from Mixed Use Suburban to Industrial. The attached implementing ordinance proposes amending Chapter 7 of the Comprehensive Plan, "Future Land Use Element", to amend the Year 2030 Future Land Use Map.

The proposed amendment consists of 9.39 (+/-) acres which is under the 10 acres or less requirement for a small scale amendment as stated in 163.3187(a). This amendment is the first small scale amendment for this calendar year, therefore it will not exceed the maximum of 120 acres in a calendar year as stated in F.S 163.3187(b).

At the December 12, 2011 Planning Board meeting, the Board reviewed and recommended approval of the amendment.

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:

Comprehensive Plan Section 4.07 requires a public hearing review by the local planning agency (Planning Board) of any proposed amendment to the plan prior to adoption by the Board of County Commissioners in a subsequent public hearing.

IMPLEMENTATION/COORDINATION:

Upon recommendation by the Planning Board, the Board of County Commissioners will hold a public hearing to review and adopt the amendment package. Upon adoption, the Future Land Use Map will be modified to reflect the amendment.

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

Attachments

Legal Review:Ordinance

Staff Analysis

Application Packet

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: SSA 2011-01 Ordinance

Date: 11/09/11

Date requested back by: 11/18/2011

Requested by: Allyson Cain

Phone Number: 595-3547



(LEGAL USE ONLY)

Legal Review by Schles

Date Received: Nov 16, 2011

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

Please note that I made substantial revisions to the original draft.

ORDINANCE NO. 2011-___

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AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 14, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 1001-000-002, TOTALING 9.39 (+/-) ACRES, LOCATED ON BECKS LAKE ROAD, FROM MIXED USE SUBURBAN (MU-S) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

1 **Section 1. Purpose and Intent**

2
3 This Ordinance is enacted to carry out the purpose and intent of, and exercise the
4 authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,
5 Florida Statutes.
6

7
8 **Section 2. Title of Comprehensive Plan Amendment**

9
10 This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment
11 2011-01."
12

13
14 **Section 3. Changes to the 2030 Future Land Use Map**

15
16 The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the
17 Escambia County Code of Ordinances, the Escambia County Comprehensive Plan:
18 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all
19 notations, references and information shown thereon, is further amended to include the
20 following future land use change depicted on the map attached as Exhibit "A":
21

22
23 One parcel within Section 14, Township 1N, Range 31W, Parcel Number
24 1001-000-002 totaling 9.39 (+/-) acres, located on Becks Lake Road, from
25 Mixed Use Suburban (MU-S) to Industrial (I).
26

27
28 **Section 4. Severability**

29
30 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
31 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect
32 the validity of the remaining portions of this Ordinance.
33

34
35 **Section 5. Inclusion in the Code**

36
37 It is the intention of the Board of County Commissioners that the provisions of this
38 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that
39 the sections, subsections and other provisions of this Ordinance may be renumbered or
40 relettered and the word "ordinance" may be changed to "section," "article," or such other
41 appropriate word or phrase in order to accomplish such intentions.
42

1 **Section 6. Effective Date**

2
3 Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become
4 effective until 31 days after adoption. If challenged within 30 days after adoption, this
5 Ordinance shall not become effective until the Department of Economic Opportunity or
6 the Administration Commission enters a final order determining the Ordinance to be in
7 compliance.
8

9
10 **DONE AND ENACTED** this _____ day of _____, 2012.

11
12 BOARD OF COUNTY COMMISSIONERS
13 OF ESCAMBIA COUNTY, FLORIDA

14
15
16 By: _____
17 Wilson B. Robertson, Chairman

18
19 ATTEST: ERNIE LEE MAGAHA
20 CLERK OF THE CIRCUIT COURT

21
22
23 By: _____
24 Deputy Clerk

25
26
27 (SEAL)

28
29
30 ENACTED:

31
32 FILED WITH THE DEPARTMENT OF STATE:

33
34 EFFECTIVE DATE:
35
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37

SSA 2011-01
Clean Copy

ORDINANCE NO. 2011-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 14, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 1001-000-002, TOTALING 9.39 (+/-) ACRES, LOCATED ON BECKS LAKE ROAD, FROM MIXED USE SUBURBAN (MU-S) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2011-01."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change depicted on the map attached as Exhibit "A":

One parcel within Section 14, Township 1N, Range 31W, Parcel Number 1001-000-002 totaling 9.39 (+/-) acres, located on Becks Lake Road, from Mixed Use Suburban (MU-S) to Industrial (I).

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, the 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, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date

Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

Comprehensive Plan Amendment Staff Analysis

General Data

Project Name: SSA 2011-01
Location: 15 Becks Lake Rd
Parcel #s: 14-1N-31-1001-000-002
Acreage: 9.39 (+/-) acres
Request: From Mixed Use Suburban (MU-S) to I- Industrial
Agent: Thomas Hammond, Agent for Cody Rawson OF Black Gold of NW Florida, LLC

Meeting Dates: Planning Board December 12, 2011
BCC January 5, 2012

Summary of Proposed Amendment:

The proposed amendment is for a 9.39 (+/-) acre parcel that is located at the corner of Highway 29 and Becks Lake Road, extending east to Stone Lake Blvd. The subject property is abutting and adjacent to an existing ID-2 zoned parcel.

The proposed small scale amendment meets the following conditions in order to be classified as a small scale comprehensive plan amendment:

- a) The parcel is 9.39 (+/-) acres which is under the 10 acres or fewer as stated in 163.3187(a)
- b) This amendment is the first small scale amendment for this calendar year, therefore it will not exceed the maximum of 120 acres in a calendar year as stated in F.S 163.3187(b).
- c) The proposed amendment is not located within a designated area of critical state concern.

The agent has requested a future land use (FLU) map amendment to change the future land use category of a 9.39(+/-) acre parcel from Mixed Use Suburban Future Land Use to Industrial Future Land Use. The zoning designation for the referenced parcel is GBD (Gateway Business) and ID-CP (Industrial Commerce Park). The intent of the proposed FLU change is to allow for the development of an industrial asphalt plant with uses consistent with existing properties on the south. The applicant has submitted the subject parcel for a rezoning.

Land Use Impacts:

Residential Impact

Under Comprehensive Plan Policy 1.3.1, the current Mixed Use Suburban (MU-S) Future Land Use category has a maximum intensity of 1.0 Floor Area Ratio (FAR) and no Minimum Intensity for non-residential uses. It allows for a mix of residential and non-residential uses such as residential, retail and services, professional office, recreational facilities and public and civic.

The proposed amendment to Industrial Future Land Use category allows for a Maximum Intensity of 1.0 FAR. It allows for light to intensive industrial, ancillary retail and office and no new residential development is allowed.

Infrastructure Availability:

FLU 1.5.3 New Development and Redevelopment in Built Areas

To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities

Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System

Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards

Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.

The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that

contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued.

Potable Water

Emerald Coast Utility Authority (ECUA) would be the potable water provider for the parcel. The adopted level of service (LOS) standards for, potable water, are established in Comprehensive Plan Policy INF 4.1.7. ECUA standard is 250 gallons per capita per day per residential connection per day. For non-residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application.

Unlike residential development for which population can be estimated from proposed dwelling units (households), non-residential development has no associated population that can be used to evaluate the potential impacts on the provider's adopted per capita LOS.

As indicated by the agent's analysis and confirmed by a letter from the Emerald Coast Utility Authority, potable water service exists in the area of the subject parcel with a 12 inch water line on the north side of Becks Lake Road and the west side of Stone Blvd.

Sanitary Sewer

The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 are an average of 210 gallons per residential connection per day and a peak of 350 gallons per residential connection per day. The policy also states that the LOS requirements for non-residential uses shall be based upon an equivalent residential connection calculated by the provider and on the size of the non-residential water meter. However, neither the Emerald Coast Utilities Authority (ECUA) nor any other provider presently has sewer collection lines that can serve the parcel. The nearest connection is on the west side of Highway 29 on Muscogee Road. The agent's analysis states there is an existing private force main on Becks Lake Road and Stone Blvd that currently serves existing development on Stone Blvd. The owner is currently on sewer.

Solid Waste Disposal

As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. Solid waste from the parcel will be disposed at the Perdido Landfill. The current build-out of the 424-acre landfill facility is 74 acres. Based on population growth projections and estimated

annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 70 years.¹

The agent identified Emerald Coast Utilities as the possible solid waste provider for the parcel and that the waste would go to the Perdido Landfill.

Based on the level of service standards and estimated life of the landfill, there will not be an additional impact on capacity.

Stormwater Management

Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:

- a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.*
- b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.*
- c. The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.*
- d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.*

Any new development on the parcel must meet these LOS requirements and may necessitate the construction of stormwater management facilities. Drainage LOS compliance would be addressed as part of the site development review process.

Traffic Concurrency

*Under Comp Plan CMS 1.1.2 **Primary Tasks**. The County Administrator, or designee, shall be responsible for the five primary tasks described below:*

- a. Maintaining an inventory of existing public facilities and capacities or deficiencies;*
- b. Determining concurrency of proposed development that does not require BCC approval;*
- c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;*

¹ Solid Waste, Escambia Co. Comp. Plan Implementation Annual Report, FY 09/10

- d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and*
- e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.*

The agent's description for the intended uses included industrial operations and focused on the current plant operations on the south side of Becks Lake Road to estimate future hourly trips on Becks Lake Road.

The county's Transportation & Traffic Operations Division analyzed the impacts on area roads from trips generated by potential use of the parcel. The analysis estimated the impacted road segments of U.S. Highway 29 and Muscogee Rd (CR-184) would all maintain their adopted levels of service established in Comprehensive Plan Policy Mobility Element (MOB)1.1.2 and would meet the test for concurrency prescribed by Land Development Code (LDC) Section 5.12.00. Potential trip generation was based on "industrial park" land use as defined by the Institute of Transportation Engineers. That use is a more trip-intensive use than possible heavy industrial use and is a best-fit characterization of the potential impacts of the industrial FLU.

SUMMARY: Test for concurrency and allocation for capacity on roadways, potable water, wastewater, solid waste, stormwater shall be determined at the time of site plan review.

Impact on Wellheads, Historically Significant Sites and the Natural Environment:

Wellheads:

*CON 1.4.1 **Wellhead Protection.** Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

The nearest potable wellhead, ECUA Cantonment well, is approximately 507 feet Northeast of the parcel site. The site is within the 20 year travel time contour of that well. All impacts to the wellhead protection area must be reviewed and mitigated as part of the site plan review process.

Historically Significant Sites:

*FLU 1.2.1 **State Assistance.** Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize*

guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.

The agent's analysis indicated no historical significance for the amendment site, and a letter from the University of West Florida concludes there are no recorded archaeological sites, historic structures, cemeteries, or National Register of Historic Places found on the subject parcel.

Wetlands:

*CON 1.1.2 **Wetland and Habitat Indicators.** Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.*

As reported in the agent's analysis, there are no environmentally sensitive lands on the subject parcel. The proposed development shall be reviewed for compliance with the all the federal, state and local regulations prior to the issuance of any site plan approval.

Comprehensive Plan Consistency and Relevant Policies:

FLU 1.3 Future Land Use Map Designations:

"Designate land uses on FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."

Industrial Future Land Use Category:

FLU 1.3.1 states that the Industrial FLU "is intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.

New industrial uses in the I-Industrial category may be permitted provided such use conforms to the permitted uses listed in the ID-2 zoning category. The adjacent or nearby properties are currently being utilized for industrial type uses. If this amendment

is granted, the agent must submit an application for the quasi-judicial rezoning process prior to receiving a development order.

*FLU 1.5.3 **New Development and Redevelopment in Built Areas.** To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).*

The agent has provided documentation that the level of service standards for the site have been evaluated and would continue to be maintained with the proposed industrial development of the parcel.



HAMMOND ENGINEERING, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION No. 00009130
ALABAMA CERTIFICATE OF AUTHORIZATION No. 3277

November 2, 2011

Allyson Cain
Planning Board Coordinator
Escambia County Development Services
3363 West Park Place
Pensacola, Florida 32505

**Reference: Small Scale Future Land Use Amendment
14-1N-31-1001-000-002
15 Becks Lake Road, Cantonment, FL 32533**

Allyson:

The owner of the above referenced parcel wishes to construct a new shop for his road contracting business. The site is currently has a future land use of MU-S which does not allow for this type of development. We are requesting a future land use designation of I to allow for the development of the subject parcel.

We have attached the following items for your review:

1. One (1) copy of the complete application including the owners information, description of the property, affidavit of ownership and authorization, affidavit of ownership and limited power of attorney, and concurrency determination acknowledgment form.
2. One (1) copy of the warranty deed as Proof of Ownership.
3. One (1) street map depicting the general location of the subject parcel.
4. One (1) copy of the Boundary Survey.
5. One (1) check in the amount of \$1,750.00.
6. One (1) copy of the Data and Analysis.

Please forward these documents to the appropriate staff and planning board members. Should you have questions or comments, please give us a call. We appreciate your assistance in this matter.

Sincerely,

HAMMOND ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Thomas G. Hammond, Jr.', is written over a circular stamp or seal that is mostly obscured by the ink.

Thomas G. Hammond, Jr., P.E.
President

Cc: Russell Weaver, PSM

FUTURE LAND USE MAP AMENDMENT APPLICATION
(Revised 10/14/11)

INSTRUCTIONS

Please contact our office at (595-3475) to make an appointment with a Planner to personally discuss your site and prospective plans for it, and to review the application form with you to answer any questions you may have.

It is important for the application packet to be complete and on time in order to process and schedule your request for the required public hearing(s). The Planning Board holds public hearings once a month. Application closing dates for these hearings are provided in the attached schedule (Attachment A). In order for your application to move through the process in a timely manner, it is important for all items on the application to be completed. Incorrect or missing information could delay the hearing of your request. **NOTE: The applicant, or his/her agent, must be present at the Planning Board meeting. It is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.**

An application is not considered complete until all of the items listed on the Future Land Use Map Amendment Application Checklist (attached herein) are received.

Please note the completion and notarized certification(s) required herein. The owner and/or agent acting in his/her behalf, must sign the certification(s) where indicated on the application. Signatures must be properly notarized. If an agent is handling the request, the owner must sign the application and submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf.

FEES: An application fee of \$2,450.00 for a large-scale amendment and \$1,750.00 for a small-scale amendment. **For a large-scale amendment only**, a \$1000.00 advertising deposit is required upon application submittal. Applications should be accompanied by a check made payable to Escambia County and submitted prior to 3:00 p.m. no later than the closing date for acceptance of applications. In addition, the applicant and agent are responsible for payment of advertisement fees for required public hearings and any remedial reports or analyses which may be required (in accordance with the Escambia County Land Development Code, Chapter 2, Section 2.09.05). An estimated minimum cost of advertisement fees for two public hearings is \$1200.00; however, additional hearings may be required. The exact amount will be billed to the applicant and agent after the newspaper has agreed to run the ad(s). Should applicant fail to submit final payment within 90 days of invoice date (refer to Affidavit of Ownership and FLU Change Request) for advertising costs, agent and applicant may be temporarily suspended from submitting projects until advertising fee balance has been paid in full.

Please remember, the Planning Board meets only once a month. Applications received after the deadline for a particular meeting will not be heard until the following meeting.

NOTE: Whenever an applicant would like any County Staff member to appear and testify at a hearing other than the normal public hearings required to process your request, a minimum notification of 5-10 days to the individual staff member and the Development Services Department is required in advance of the hearing.

FUTURE LAND USE MAP AMENDMENT
APPLICATION

CHECKLIST

1. Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).
- TH 2. Letter of request, including reason(s) for map amendment and desired future land use category
3. Notarized Affidavit of Ownership and Authorization (form herein)
4. Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf
5. Concurrency Determination Acknowledgement (form herein)
6. Proof of Ownership (Copy of Warranty Deed or Tax Notice)
- Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
- TH 7. Street Map depicting general property location
- Russell → 8. Legal Description of exact property area proposed for a future land use map amendment, including:
 - Street Address
 - Property Reference Number(s)
 - Boundary Survey
 - Total acreage requested for amendment
- Russell → 9. Land Use Map Amendment Application fee
- TH 10. Complete Data and Analysis (See applicable page herein)

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT ✓
LARGE SCALE FLU AMENDMENT _____

Current FLU: MU-5 Desired FLU: I Zoning: GBD/FOUR Taken by: AC

Planning Board Public Hearing, date(s): NA

BCC Public Hearing, proposed date(s): 1/5/2012

Fees Paid 1750⁰⁰ Receipt # 543708 Date: 11/2/11

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: CODY RAWSON ! BLACK GOD OF NWF

Address: 106 STONE BLVD.

City: CANTONMENT State: FL Zip Code: 32533

Telephone: (850) 968-0991

Email: rweaver@roadsinc.com

DESCRIPTION OF PROPERTY:

15 BECKS LAKE RD.

Street address: _____

CANTONMENT, FL 32533

Subdivision: _____

Property reference number: Section 14 Township 1N Range 31

Parcel 1001 Lot 000 Block 002

Size of Property (acres) 9.39

**AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR
FUTURE LAND USE CHANGE REQUEST**

By my signature, I hereby certify that:

- 1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- 6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

[Signature] Cody Rawson 10/26/11
Signature (Property Owner) Printed Name Date

[Signature] Thomas G. Danmors Jr 10/26/11
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 3802 N.'S' ST.

City: Pensacola State: FL Zip: 32505

Telephone (850) 434 - 2603 Fax # (850) 434 - 2650

Email: tom @ selamddesign.com

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 26 day of October, year of 2011 by, Cody Rawson who () did () did not take an oath. He/she is () personally known to me, () produced current Florida/Other driver's license, and/or () produced current _____ as identification.

[Signature] 10/26/11 Ryan Sieg
Signature of Notary Public Date Printed Name of Notary

My Commission Expires 12/1/11 Commission No. DD724042
(Notary seal must be affixed)

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 15 BECKS LAKE RD.,
Pensacola, Florida, Property Reference Number(s) 14-IN-31-1001-000-002,
I hereby designate THOMAS HAMMOND
HEI, for the sole purpose of completing this application
and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the
Board of County Commissioners, to request a change in the Future Land Use on the above
referenced property.

This Limited Power of Attorney is granted on this 26 day of OCTOBER, the year of
2011, and is effective until the Board of County Commissioners has rendered a decision on
this request and any appeal period has expired. The owner reserves the right to rescind this
Limited Power of Attorney at any time with a written, notarized notice to the Planning and
Engineering Department.

<u>[Signature]</u>	<u>10/26/11</u>	<u>Cody Rawson</u>
Signature of Property Owner	Date	Printed Name of Property Owner
<u>[Signature]</u>	<u>10/26/11</u>	<u>THOMAS S. HAMMOND JR</u>
Signature of Agent	Date	Printed Name of Agent

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 26 day of October, year of
2011, by Cody Rawson who () did () did not take an
oath.

He/she is () personally known to me, () produced current Florida/Other driver's license,
and/or () produced current _____ as
identification.

<u>[Signature]</u>	<u>10/26/11</u>	<u>Ryan Sieg</u>
Signature of Notary Public	Date	Printed Name of Notary Public
Commission Number <u>DD724042</u>	My Commission Expires <u>12/1/11</u>	

(Notary seal must be affixed)

NOTARY PUBLIC-STATE OF FLORIDA
R. Sieg
Commission #DD724042
Expires: DEC. 01, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

**FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name:

Black Gourd of NWF

Property reference #: Section 1A Township 1N Range 31

Parcel # 1001 000 002

Project Address:

15 BECK'S LAKE RD.

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning/reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- (1) The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
- (5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
- (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 26 DAY OF OCTOBER, 2011

Owner's signature

Owner's name (print)

Agent's signature

Agent's name (print)

Coody Rawson
Thomas G. Rawson Jr

DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.
 - A. Sanitary Sewer
 - B. Solid Waste Disposal
 - C. Potable Water
 - D. Stormwater Management
 - E. Traffic
 - F. Recreation and Open Space
 - G. Schools

The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:
 - A. Wellheads (indicate distance and location to nearest wellhead)
 - B. Historically significant sites (available from University of West Florida)
 - C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)
3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

Prepared By & Return to:
Stephen R. Moorhead
McDonald Flooring Moorhead
4636 Summerdale Blvd., Pace, FL 32571
File Number: SRM-11-4405
Parcel ID #: a portion of 111N311000001001
& 111N311001000002

SPECIAL WARRANTY DEED

This WARRANTY DEED, dated this 4th day of April, 2011, by Figure 8 (Florida), LLC, a Florida limited liability company whose post office address is 501 Riverside Avenue, Suite 902, Jacksonville, FL 32202, hereinafter called the Grantor, to Black Gold of Northwest Florida, LLC, a Florida limited liability company, whose post office address is 106 Stone Blvd., Cantonment, FL 32533, hereinafter called the Grantee (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

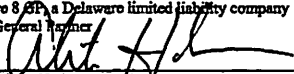
WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Escambia County, Florida, viz: SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, Grantor Hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes and assessments for the year 2009 and subsequent years. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

Figure 8 (Florida) LLC, A Florida limited liability company
By: Figure 8 Partners, LP, a Delaware limited partnership
By: Figure 8 GP, a Delaware limited liability company
It's General Partner

By: M. Ashton Hudson, president

SIGNED IN THE PRESENCE OF
THE FOLLOWING WITNESSES:

Signature:  Signature: 
Printed name: Katherine McDaniel Printed name: Stacy McKinney

State of Florida
County of Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of April 2011, by M. Ashton Hudson, president of Figure 8 GP, LLC, a Delaware limited liability company, as General Partner of Figure 8 Partners, LP, a Delaware partnership as manager of Figure 8 (Florida), LLC, a Florida limited liability company.

Signature: 
Notary Public

Personally Known
OR
 Produced Identification
Type of Identification Produced _____



EXHIBIT "A"

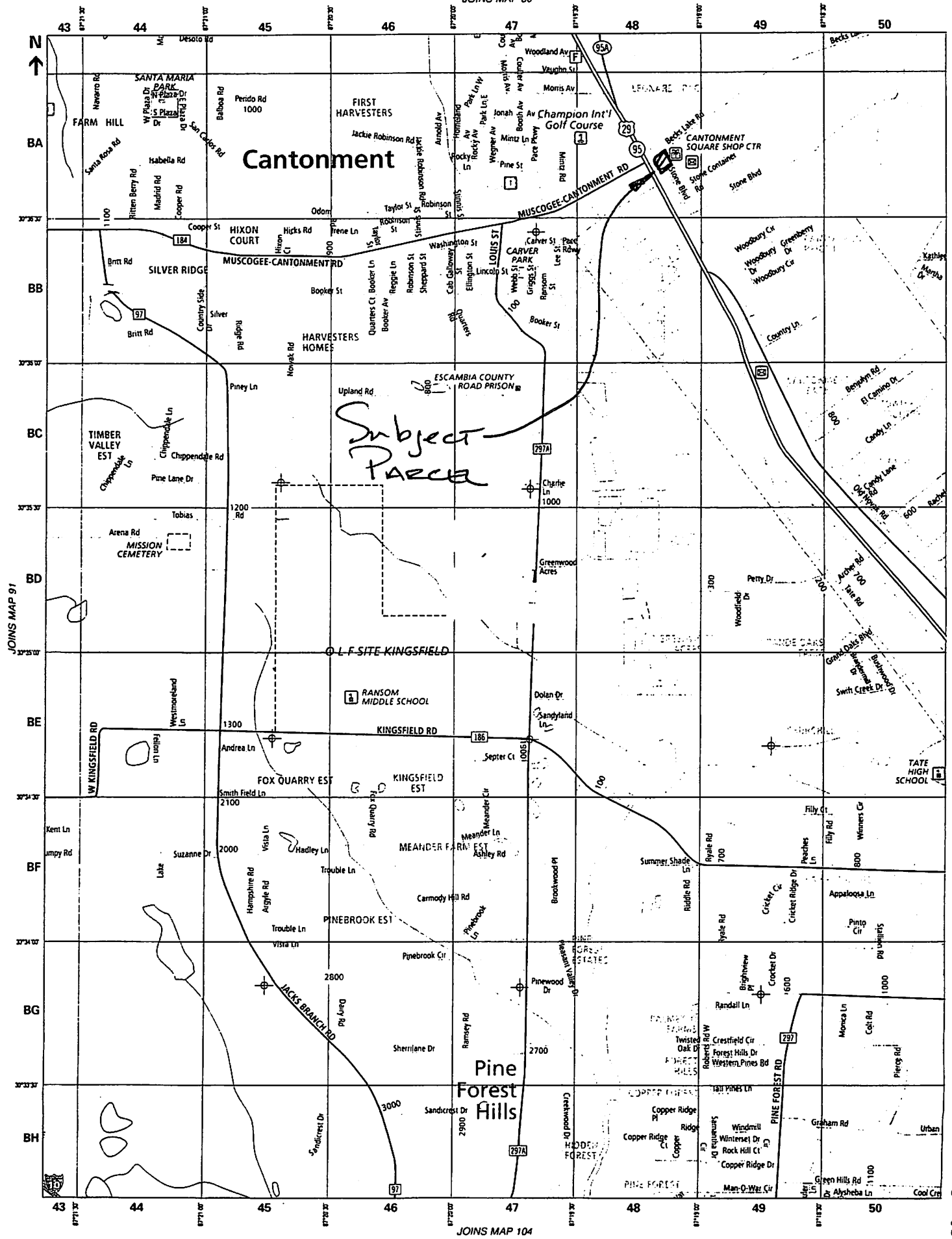
COMMENCE AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 33 DEGREES 15'05" EAST (S 33 DEGREES 14'51" E EXIST) ALONG THE EAST LINE OF THE SAID SECTION 14 FOR A DISTANCE OF 1894.36 FEET (1894.37' EXIST); THENCE SOUTH 61 DEGREES 01'23" WEST FOR A DISTANCE OF 2872.34 FEET (2872.19' EXIST) TO THE EASTERLY RIGHT OF WAY LINE OF THE SEABOARD SYSTEM RAILROAD (R/W VARIES); THENCE NORTH 27 DEGREES 38'07" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1570.12 FEET (1570.10' EXIST) TO THE NORTH LINE OF PARCEL V DESCRIBED IN OR BOOK 5708, PAGE 434, OF THE PUBLIC RECORDS OF SAID COUNTY, POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 455.00 FEET, ALSO BEING THE POINT OF BEGINNING. THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL V AND CURVE FOR AN ARC DISTANCE OF 613.51 FEET (613.47' EXIST) [CHORD DISTANCE OF 568.05 FEET, DELTA ANGLE OF 77 DEGREES 15'20" (77 DEGREES 15'05" EXIST), CHORD BEARING OF SOUTH 85 DEGREES 20'40" EAST (S 85 DEGREES 20'47" E EXIST)] TO THE POINT OF TANGENCY; THENCE NORTH 56 DEGREES 01'40" EAST ALONG THE NORTH LINE OF SAID PARCEL V FOR A DISTANCE OF 283.14 FEET TO THE WEST RIGHT OF WAY LINE OF STONE BOULEVARD (66' R/W) AS RECORDED IN OR BOOK 2198, PAGE 68, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 30 DEGREES 29'58" WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID STONE BOULEVARD FOR A DISTANCE OF 608.51 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF BECKS LAKE ROAD (66' R/W) AS RECORDED IN OR BOOK 1150, PAGE 957, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56 DEGREES 01'51" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID BECKS LAKE ROAD FOR A DISTANCE OF 735.70 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF SEABOARD SYSTEMS RAILROAD; THENCE SOUTH 27 DEGREES 38'07" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 254.39 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTIONS 11 AND 14, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

MAP 92 StreetFinder Map

0 0.25 0.5 mile
One inch equals 0.5 mile

JOINS MAP 80



Cantonment

Subject Parcel

Pine Forest Hills

JOINS MAP 104



P. O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 494-7346

October 27, 2011

Mr. Cody Rawson
Roads, Inc.
106 Stone Boulevard
Cantonment, FL 32533

15 Bears Lake rd

Re: Black Gold of NWF, LLC (110 Stone Boulevard)

Dear Mr. Rawson:

In response to your inquiry concerning availability of water and sewer service for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA potable water distribution and sewage collection systems to serve this project must be designed and constructed in accordance with ECUA's policies and procedures and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits. Water capacity impact fees are due prior to actual connection to the ECUA system.

ECUA also has the capacity to provide commercial solid waste disposal service to this location.

Sincerely,

A handwritten signature in black ink, appearing to read "W. E. Johnson, Jr.", is written over a printed name and title.

William E. Johnson, Jr., PE/LS
Director of Engineering

cc: Thomas G. Hammond, P.E.
File

WEJ/vif

49A-1375

9/95

FORM E 1.1

REQUEST FOR SERVICE REQUIREMENTS

Sound Waste

DATE: 10/25/11

SERVICE REQUESTED: WATER SEWER

NAME OF PROJECT: Black Gold of NWF, LLC

AREA (Acres) 9.39

LOCATION: (Attach Location Map) 110 Stone Blvd
Cantonment, FL 32533

TYPE DEVELOPMENT: RESIDENTIAL COMMERCIAL INDUSTRIAL OTHER

(Explain) New Shop for Road Contractor

NUMBER AND/OR SIZE OF UNITS: 17,800 SF

ESTIMATED FLOW: (Avg. Day) WATER 1250 SEWER 750 FIRE

HOW WILL WATER AND/OR SEWER BE PROVIDED IF NOT FROM ECUA? ?

SPECIAL REQUIREMENTS:

OWNER OF PROPERTY: Cory Dawson
(Please type or print)

ADDRESS: 106 Stone Blvd. PHONE 968 0991
(Please type or print)

DEVELOPER: Russell Weaver
(Please type or print)

ADDRESS: 106 Stone Blvd. PHONE 968 0991
(Please type or print)

ENGINEER: Tom Hammond
(Please type or print)

ADDRESS: 3802 W. 15th St. PHONE 434 2603
(Please type or print)

SUBMITTED BY Tom Hammond TITLE EDR
(Please type or print)

SIGNATURE OF SUBMITTOR

FOR ECUA USE: Map Page R-37

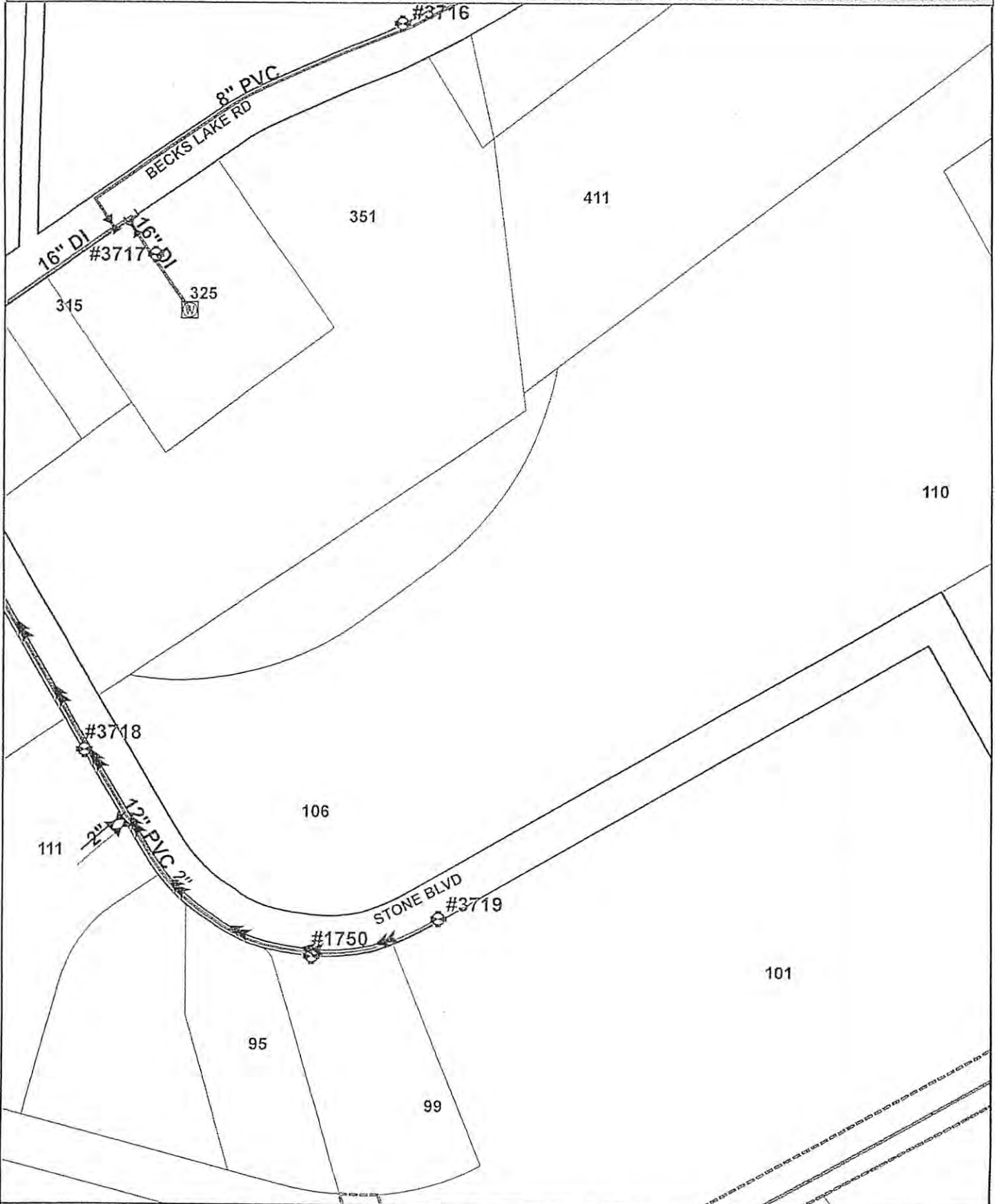
Nearest Water Line of Adequate Size: Stone Blvd
Size 12" Pressure 3719 #3719 STABO #RES 62' Flow 1210 gpm

Nearest Sewer Line of Adequate Size: Stone Blvd
Size 2" FM 1st L/S 2nd L/S Plant Baydo Marcos

ECUA Sanitation?

Prepared By [Signature] Date 10-27-2011 Reviewed By

Emerald Coast Utilities Authority



DISCLAIMER: This Emerald Coast Utilities Authority map/data is informational records of the approximate location of ECUA water and/or sewer facilities only. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown. It is provided for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. This map/data is not guaranteed accurate or suitable for any use other than that for which it was gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.



Date: 10/27/2011

1 in = 200 feet



This record search is for informational purposes only and does **NOT** constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does **NOT** provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

October 27, 2011

Mr. Keith Johnson
Wetland Sciences, Inc
1829 Bainbridge Ave
Pensacola, Florida 32507
Phone: 850.453.4700
Fax: 850.453.1010
Email: keith@wetlandsciences.com



In response to your inquiry of October 27, 2011, the Florida Master Site File lists three previously recorded archaeological sites, one resource group, and four standing structures found in the following section of Escambia County:

T01N R31W Section 14

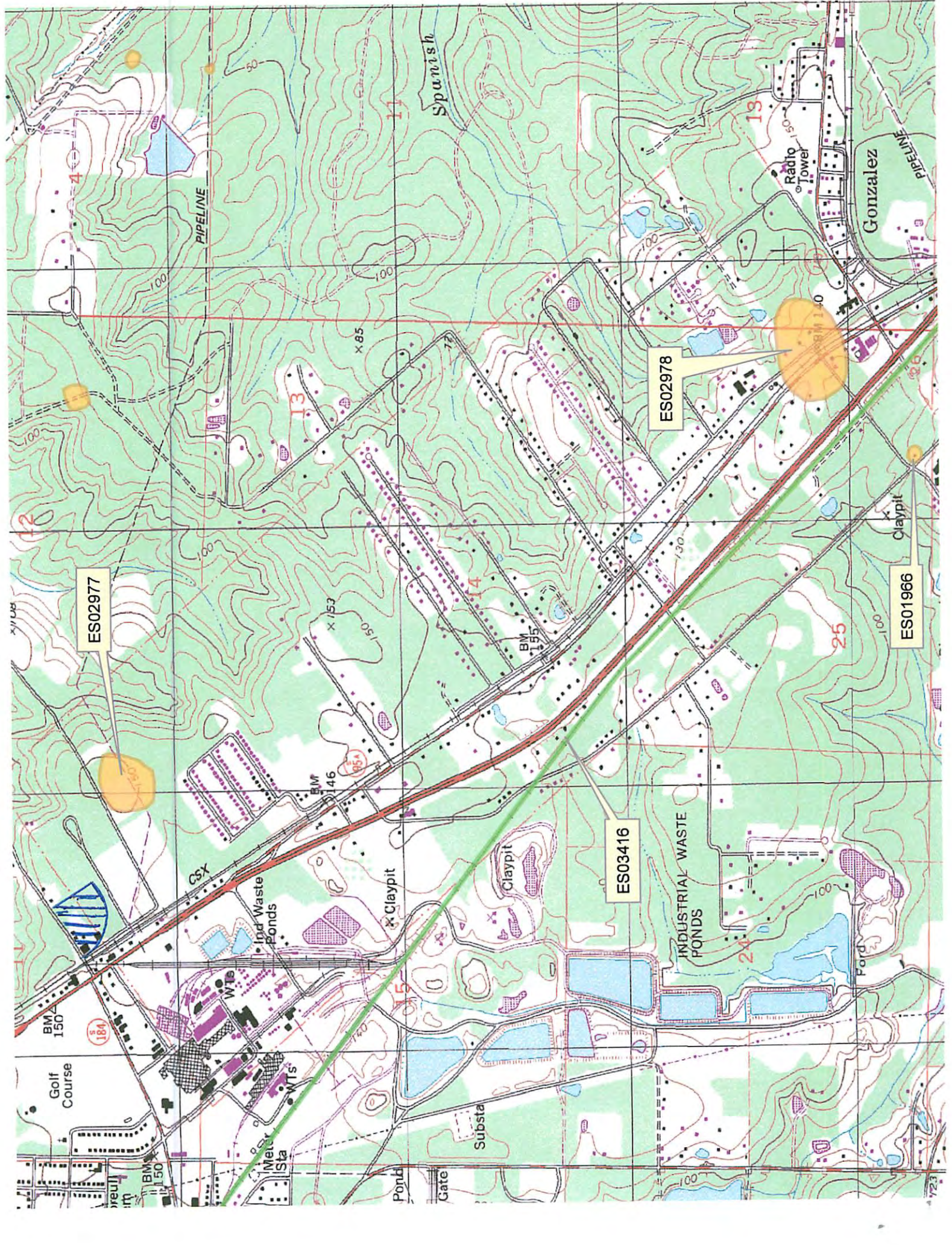
When interpreting the results of our search, please consider the following information:

- This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.
- Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.
- While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.
- Federal, state and local laws require formal environmental review for most projects. This search **DOES NOT** constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Lindsey Morrison
Archaeological Data Analyst
Florida Master Site File
Lindsey.Morrison@dos.myflorida.com



ES02977

ES02978

ES03416

ES01966

Spanish

Radio Tower

Gonzalez
PIPELINE

INDUSTRIAL WASTE
PONDS

Golf Course

Substa

Meter Sta

WTS

WTS

Ind Waste Ponds

Claypit

Claypit

Pond

Pond

Gate

CSX

BM 146

BM 155

BM 150

(184)

X 153

X 85

13

12

13

14

25

24

15

1723

X 1104

PIPELINE

Claypit

ES01966

CULTURAL RESOURCES REPORT

SITEID	FORMNO	T-R-S	CR	SITENAME	NRLIST	SURVEY	LOCATION	OTHER
ES01966	199210	01N/31W/14	AR	JORDAN MILL		3533	Map: CANT	Culture: 20TH Sitetype: MLLU Uses: RESI, RESI Built: C1905
ES02197	199201	01N/31W/14	SS	JENNINGS HOUSE		3250	1474 CR95A, CENTURY	Uses: RESI, RESI Built: C1905
ES02198	199201	01N/31W/14	SS	1212 CR 95A		3250	1212 CR95A, GONZALEZ	Uses: RESI, RESI Built: C1910
ES02199	199201	01N/31W/14	SS	801 CR 95A		3250	801 CR95AA, GONZALEZ	Uses: RESI, RESI Built: C1925
ES02200	199201	01N/31W/14	SS	104 COUNTRI LN		3250	104 COUNTRI LN, GONZALEZ	Uses: RESI, RESI Built: C1935
ES02977	200006	01N/31W/14	AR	MANUEL GONZALEZ COMPLEX 1		6112	Map: CANT	Culture: SPN2 Sitetype: FARM
ES02978	200006	01N/30W/12	AR	MANUEL GONZALEZ COMPLEX 2		6112	Map: CANT	Culture: SPN2 Sitetype: FARM
ES03416	201008	01S/30W/11	RG	ST. LOUIS-SAN FRANCISCO RAILWAY	Eligib	18222	City: PENSACOLA	RG Type: LINE, # Cntrib Resources:

8 site(s) evaluated; 8 form(s) evaluated. (3 AR, 1 RG, 4 SS)
Print date: 10/27/2011 2:32:11 PM



HAMMOND ENGINEERING, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION No. 00009130
ALABAMA CERTIFICATE OF AUTHORIZATION No. 3277

Black Gold of Northwest Florida

Comparative Analysis and General Information for a Small Scale Future Land Use Amendment in Escambia County, Florida.

Current Owner: Cody Rawson
106 Stone Blvd.
Cantonment, Florida 32533
850 968 0991

Authorized Agent: Thomas G. Hammond, Jr., P.E.
Hammond Engineering, Inc.
3802 North "S" Street
Pensacola, Florida 32505
850 434 2603

Legal Description: 15 Becks Lake Road
14-1N-31-1001-000-002
Current Future Land Use: MU-S
Proposed Future Land Use: I

Existing Land Use Map: See attached

SITE DESCRIPTION AND PROPOSED DEVELOPMENT

The requested FLU Small Scale amendment is for the parcel located at the south corner of Becks Lake Road and Stone Blvd. The total site area is 9.39 acres and is to be developed into an asphalt plant. The site is currently undeveloped. The site is bordered on three (3) sides by public right of ways and/or rail road right of ways. The adjoining parcel to the southeast is also owned by Black Gold of NWF, LLC and is used for mineral processing. The adjoining parcel has FLU designation of I. The site has rail access.

COMPARATIVE ANALYSIS

Potable Water

The ECUA owns and maintains a 12" PVC water main located along the north right of way of Becks Lake Road as well as along the west right of way of Stone Blvd. which would provide potable water service for the proposed project.

Solid Waste Disposal

The project will have a dumpster provided by the ECUA or some other waste disposal entity. The solid waste entity discharges waste to the Perdido Landfill which has the capacity to provide such service. .

Sanitary Sewer

There is an existing ECUA owned and maintained sanitary sewer manhole located on Muskogee Road just west of the Hwy 29 intersection. The manhole marks the end of an existing ECUA owned and maintained gravity sewer system. Also, there is an existing private force main located along the right of way of Becks Lake Road and Stone Blvd. that serves existing development on Stone Blvd. The owner's existing shop located across Stone Blvd. is currently on sewer. Sanitary Sewer service is available to the site and has the capacity to provide the required service.

Stormwater Management

Stormwater Quantity - A stormwater detention pond will be designed to attenuate the runoff from a 25 year, critical duration event. The system will keep post development runoff rates below pre-development runoff rates. The system will be designed to provide positive discharge into the existing jurisdictional wetlands located on-site.

Stormwater Quality – At a minimum, the first half inch of rainfall over the site area will be collected and treated through ground percolation or a filtration system. The treatment system will be designed to meet NFWMD requirements.

Stormwater Pollution Prevention – A stormwater pollution prevention plan will be included in the development plans in accordance to the National Pollutant Discharge Elimination System. The system requires contractors to monitor runoff from the site during rainfall events of greater than ½ inch and to maintain reports on-site for verification.

Traffic

The below traffic analysis was conducted in order to compare the traffic impact of the proposed development under the proposed future land use of Industrial (I) versus that of the possible development of the site under the current future land use of Mixed Use Suburban (MU-S).

Proposed Industrial Development

The proposed development (concept plan) is to be a shop and asphalt plant for a road contractor.

17,800 sf General Heavy Industrial
ITE Code 120 (page 124)

Max Trips:

Weekday – 1.5 trips generated per 1000 sf
 $1.5 \times 17.8 = 27$ trips per weekday

Total weekday entering trips generated = 14 trips

Total weekday exiting trips generated = 14 trips

Total entering peak hour trips generated = 9 trips

Total exiting peak hour trips generated = 12 trips

The proposed project (concept plan) will generate 27 weekday enter/exit trips.

Development under current future land use

The site is currently zoned ID-CP and GBD with a future land use of MU-S. The maximum residential density allowed in MU-S is ten (10) dwellings per acre, but residential uses are not allowed in the ID-CP zoning and are not intended as a use in the GBD zoning district.

The parcel could be developed as an office complex under the current zoning district and future land use designation.

General Office Building
ITE Code 710, page 1158

Max Trips:

Weekday – 11.01 trips generated per 1000 sf
 $11.01 \times 17.8 = 196$ trips per weekday

Total weekday entering trips generated = 98 trips

Total weekday exiting trips generated = 98 trips

Total entering peak hour trips generated = 25 trips

Total exiting peak hour trips generated = 22 trips

Under the current future land use designation and zoning, if the site was developed as an office complex with the same sized building as the proposed building, the site would generate 196 weekday exit/enter trips.

Conclusion

The above analysis illustrates that the trips generated from the proposed use with the proposed future land use of I would have less of a traffic impact than the allowable development of the site under the current future land use and current zoning. Also, the site has rail access which may further reduce the impacts of the development to the surrounding roadway system.

Recreation and Open Space

Recreation and Open Space requirements are outlined in the Land Development Code. Should the parcel Future Land Use designation be changed as requested, the proposed development will be required to meet the standards set forth in the LDC. The vehicle for which these standards will be enforced by the county will be through a project plan submittal to the Escambia County Development Review Committee.

Schools

The proposed amendment would allow for Industrial development of the property and would prohibit residential development. Therefore, this proposed amendment will not adversely impact school related levels of service.

PROXIMITY AND IMPACT ON THE FOLLOWING

Wellheads

The parcel appears to be within a Wellhead Protection Area (WHPA), 20 year travel time contour. In fact, the entire surrounding area along Becks Lake Road and Stone Blvd are within the same WHPA. The wellhead is located on the south side of Becks Lake Road approximately 300 feet from the northern most corner of the subject parcel.

The proposed development and its possible impacts to the WHPA will be addressed in the DRC process. The EOR will be required to submit a WHPA Impact Report which will outline the materials to be stored/used on-site and the proposed methods/actions used to contain the materials and protect the aquifer.

Historically Significant Sites

According to the archeological review conducted by the University of West Florida, there are no recorded archeological site or National Register of Historic Places properties located within or adjacent to the project parcel.

Natural Resources

According to the Escambia County GIS site, there are no environmentally sensitive lands on the subject parcel other than the fact it lies within a WHPA 20 year contour.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

1. CMS 1.3.1 Consistency with the Comprehensive Plan

No development activity may be approved unless it is found that the development is consistent with the Escambia County Comprehensive Plan and that the provision of the facilities enumerated in CMS 1.2.2 will be available at prescribed LOS concurrent with the impact of the development on those facilities.

Response:

Should the amendment be approved, the owner will submit development plans to the DRC in order to receive a development order. We understand that allocation of capacity shall be subject to the provisions set forth in CMS 1.2.2 Allocation of Capacity.

2. CMS 1.3.2 Minimum Requirements.

At a minimum, the Concurrency Management System shall ensure that at least one of the following standards will be met prior to issuance of a development permit or order:

- a. The necessary facilities and services are in place at the time a development permit is issued; or*
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy; or*
- c. The necessary facilities are under construction at the time a permit is issued. This provision only relates to parks and recreation facilities and roads; or*
- d. The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. This provision only relates to parks and recreation facilities. The LDC will include a requirement that the provision or construction of the facility or service must commence within one year of the issuance of the development order or permit; or*
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of the LDC. For potable water, wastewater, solid waste, stormwater and public school facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy; or*
- f. The necessary facilities needed to serve new developments are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or in place or under actual construction no more than three years after the issuance, by the County, of a development order or permit. This provision only relates to roads. The Five-Year FDOT Work Program is attached herein to this ordinance as Exhibit A.*
- g. The necessary concurrency standards for public school facilities shall be consistent with Chapter 16, Public School Facilities Element.*

Response:

The development as outlined in preliminary form above is well within the available services of the county's infrastructure and will not degrade any level of service below those prescribed. Furthermore, prior to issuance of any development order, county staff will thoroughly review, through the DRC process, the development's concurrence with CMS 1.3.2 Minimum Requirements.

3. FLU 1.5.3 New Development and Redevelopment in Built Areas.

To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

Response:

The subject parcel is designated MU-S and our proposed amendment would change its designation to I. The proposed development of the subject parcel would “*promote the efficient use of existing public roads, utilities and service infrastructure*” which should be encouraged by county staff.

4. FLU 2.1.1 Infrastructure Capacities.

Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

Response:

The subject parcel is designated MU-S and our proposed amendment would change its designation to I. As referenced above, the parcel is located in “*areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand*”.

5. **Chapter 10 Infrastructure Element.**

The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County's citizens.

Response:

The proposed FLU amendment of the subject parcel meets the goals, objectives and policies of the Infrastructure Element for potable water service, waste water treatment, solid waste disposal, stormwater management and aquifer protection.

6. **OBJ CON 1.4 Groundwater Resources**

Protect and conserve the quality and quantity of groundwater resources to ensure public health and safety, adequate potable water supplies.

Response:

The proposed FLU amendment of the subject parcel is located in and around existing industrial developed and industrial used parcels. All of these areas are located in the WHPA 20 year contour. The proposed development of the subject parcel will be restricted as to the type of materials to be used and/or stored on site. The details of such restrictions will be addressed during the DRC process.

Conclusion

It is our contention that this proposed small scale amendment would not only be consistent with the Comprehensive Plan of Escambia County but would also compliment and further the goals of this plan. The character of the area is conducive to industrial uses as industrial uses are already prevalent in the area.



MU-U

MU-S

MU-S

EXISTING
MU-S

9.39 ACRES

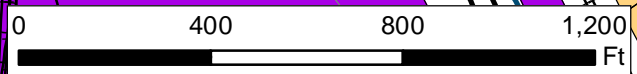
I

I

I

MU-S

SSA-2011-01 EXISTING FLU



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



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.

Andrew Holmer
Planning and Zoning Dept.



MU-U

MU-S

MU-S

**PROPOSED
FLU-I**

9.39 ACRES

I

I

I

MU-S

N HIGHWAY 35A
N HIGHWAY 29

BECKS LAKE RD

MUSCOGEE RD

STONE BLVD

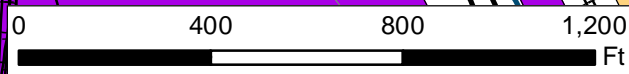
S HIGHWAY 29



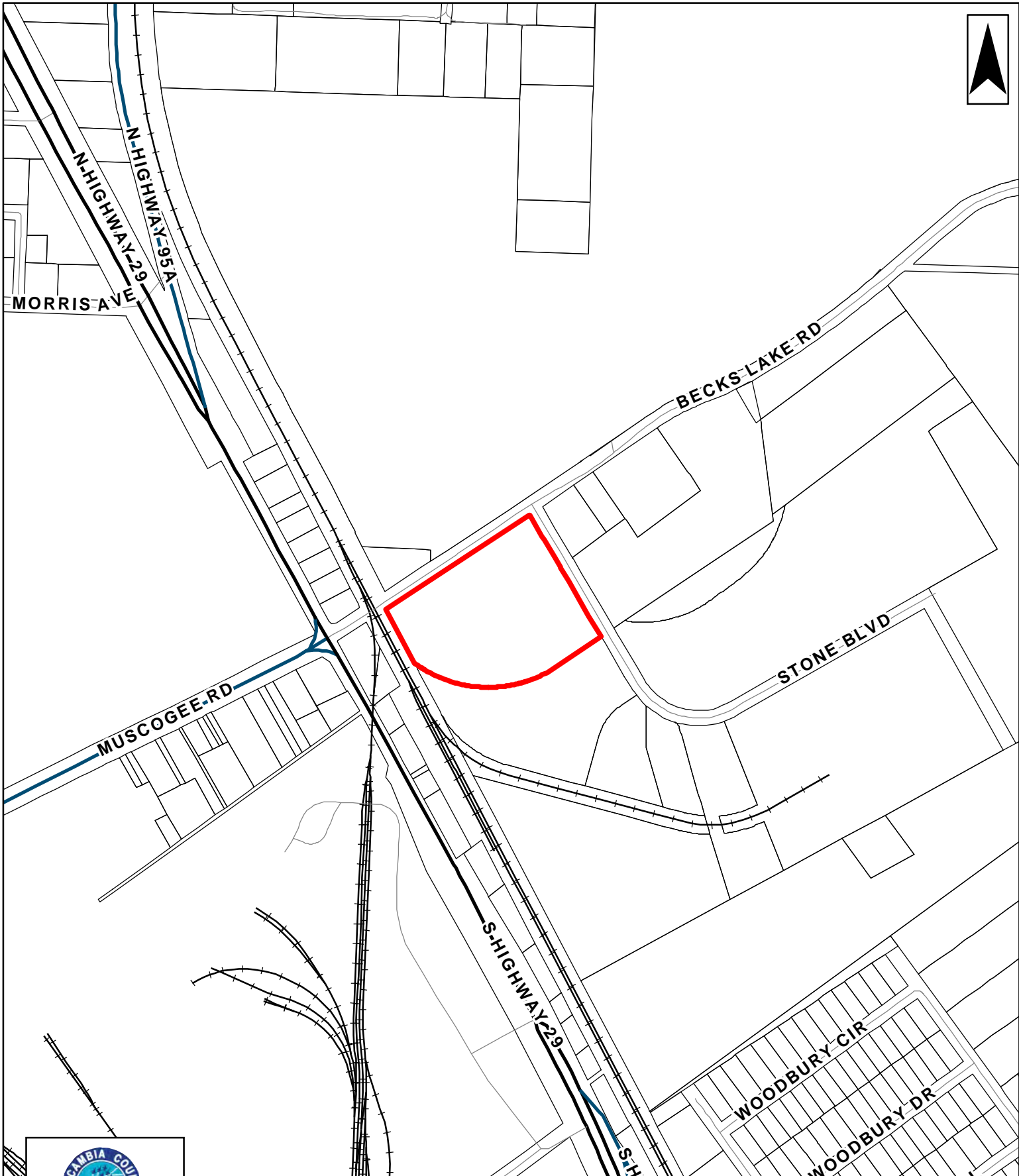
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

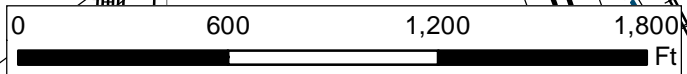
SSA-2011-01 PROPOSED FLU



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



SSA-2011-01
SURROUNDING ROADS



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



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.

Andrew Holmer
 Planning and Zoning Dept.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1907 **Growth Management Report** **Item #: 11. 1.**

BCC Regular Meeting

Action

Meeting Date: 01/05/2012

Issue: Action Item - Hold Harmless Agreement for Freestanding Sign
Adjacent to Right-of-Way at 7011 Pine Forest Rd

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Hold Harmless Agreement for a Freestanding Sign Adjacent to the Right-of-Way for Superior Granite

That the Board review and approve the Hold Harmless Agreement for a freestanding sign adjacent to the right-of-way for Superior Granite at 7011 Pine Forest Road.

BACKGROUND:

Article 8 "Signage of the Escambia County Land Development Code (LDC), Section 8.07.04.E., requires the execution of an agreement (in a form acceptable to the county attorney) in specific cases when an owner desires to locate a freestanding sign within the required setback limits. To achieve visibility the freestanding sign will have to be located within the setback limits so the sign will not be obscured or concealed by the outdoor display building. This Hold Harmless agreement which is a standardized BCC form, includes the required insurance coverage and site plans.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the approval of this agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached 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 this action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Hold Harmless Agreement complies with the requirements of the LDC Article 8, Section 8.07.04.E. If approved by the Board of County Commissioners, the chairman will need to sign the acceptance executing the Hold Harmless Agreement.

IMPLEMENTATION/COORDINATION:

Implementation requirements are based on acceptance of the attached form and further direction regarding its execution from the Board. The Building Inspections Department will ensure the Hold Harmless Agreement is executed prior to issuance of the applicable sign permit.

Attachments

Legal Review

Hold Harmless

Terry D Williams

From: Stephen G. West
Sent: Thursday, November 17, 2011 2:45 PM
To: Terry D Williams
Cc: Brenda J. Spencer
Subject: RE: Kader, Inc./Superior Granite

Terry:

I've had several conversations with Cameron at Kader, Inc. d/b/a Superior Granite. Unfortunately, he related that Kader Inc., does not have any records, resolution, or other document that can be provided to confirm Waleed Kader's authority to act on behalf of the corporation. He appears to have some authority to act on behalf of the corporation based on his position as director (and he shares the name of corporation), but the County would not typically rely on him alone. Regrettably, in this case, that's all there is. The hold harmless is otherwise acceptable, subject to this caution.

From: Brenda J. Spencer
Sent: Thursday, November 03, 2011 10:03 AM
To: Terry D Williams
Cc: Brenda J. Spencer
Subject: FW: Kader, Inc./Superior Granite
Importance: High

Steve sent the email below to you on 10/28/11. I am now providing the original attachments to you to provide with the revised Hold Harmless. I will place them in the courier mail to you today.

From: Stephen G. West
Sent: Friday, October 28, 2011 11:04 AM
To: Terry D Williams
Cc: Brenda J. Spencer
Subject: Kader, Inc.

Terry:

I have reviewed the Hold Harmless Agreement for Signs Adjacent to the Right-of-Way submitted by Kader, Inc. The agreement was executed by Waleed Kader, as Director. However, it should be executed instead by the corporation's President or Vice President. Unfortunately, the Department of State website does not show the corporate officers for Kader, Inc., so I cannot determine if Waleed Kader holds either of those offices. In any case, please ask the applicant to re-execute the agreement by its President. Note also that you will need to provide Michael Watts with the insurance certificates. Please feel free to call if you have any questions.

**HOLD HARMLESS AGREEMENT
FOR SIGNS ADJACENT TO RIGHT-OF-WAY**

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County), and Kader, Inc. , a Florida non-profit corporation, whose address is 7011 Pine Forest Road, Pensacola, FL (Petitioner).

WITNESSETH:

WHEREAS, Section 8.07.00, Escambia County Land Development Code, defines certain setback requirements for signs adjacent to the County street right-of-way; and

WHEREAS, Petitioner has requested to install a sign within the setback area adjacent to a street right-of-way located in Escambia County; and

WHEREAS, upon review of the request by Petitioner, the County has determined that it is in the best interests of Escambia County to issue a sign permit to the Petitioner, as provided by Section 8.07.04 of the Escambia County Land Development Code, under the terms and conditions stated below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the County and Petitioner agree as follows:

Section 1. Purpose and Intent. Pursuant to Section 8.07.04, Escambia County Land Development Code, the County approves installation of freestanding signs with setbacks of less than 10 feet but of at least 1 foot from the public right of way of a County road, street, or highway located at 7011 Pine Forest Road, Pensacola, FL. The setbacks for Petitioner's signs shall be as indicated on the permit issued by the County.

Section 2. Term. The term of this Agreement shall be for an indefinite period of time commencing on the date that the last party executes this Agreement. This Agreement may be terminated for the convenience of the County and without cause upon thirty (30) days' written notice to Petitioner at the address listed above.

Section 3. Consideration. The Petitioner agrees and understands that a part of the consideration for this waiver shall include the Petitioner's promise that any rights to bring suit against the County and any rights to compensation on any matters arising from or otherwise related to the placement or removal of the sign have been knowingly and willingly relinquished

by the Petitioner. The Petitioner also agrees and understands that as a part of this Agreement all existing signs on the zone lot shall be brought into compliance with Section 8.07.04 of the Escambia County Land Development Code and all other related ordinances of Escambia County.

Section 4. Hold Harmless and Indemnification. The Petitioner agrees to hold harmless, indemnify, and defend the County, including its elected and appointed officials, consultants, agents, volunteers, and employees, from any and all claims, suits, actions, damages, expenses, losses, penalties, interest, demands, judgments, and liabilities, for personal injury, death, and property damage (including environmental impairment), arising directly or indirectly from granting the waiver or sign permit or from the placement or removal of the sign. The Petitioner's obligation shall not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Petitioner also agrees to promptly pay all claims and provide a legal defense for the County, both of which will be done if and when requested by the County. Such payment on 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. In the event that the County or any other government entity requires the sign to be removed to accommodate widening of the right of way or for any other public purpose, Petitioner shall promptly remove the sign at Petitioner's sole cost and expense.

Section 5. Insurance. Upon execution of this Agreement and for the remainder of its term, the Petitioner shall procure and maintain the following insurance coverage for the sign and the premises:

A. Commercial general liability insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence, including coverage parts for bodily injury, broad form property damage, personal injury, independent contractors, blanket contractual liability and products and completed operations;

B. All insurance coverage shall be with insurance underwriters listed with a secure rating according to the latest edition of the A. M. Best's Financial Strength Rating Guide;

C. The Escambia County Board of County Commissioners shall be named as an additional insured on the Certificate of Insurance to be provided to the County; and

D. Insurance certificates shall specify and include a 30-day cancellation and non-renewal notice to the County.

Section 6. Modification. No modification or change to this Agreement shall be valid or binding upon the parties unless in writing and executed by the Party or Parties intended to be bound by it.

Section 7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties to the Agreement.

Section 8. Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The Parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each Party to this Agreement waives the right to any change of venue.

Section 9. No Waiver. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or of its right to enforce each and every such provision.

Section 10. Entire Agreement. The County and Petitioner agree that this Agreement comprises the full and entire agreement between the Parties relating to this matter and no other agreement or understanding of any nature concerning the same has been entered or will be recognized, and that all negotiations, acts, or work performed made prior to the execution of this Agreement shall be deemed merged in, integrated, and superseded by this Agreement.

Section 11. Severability. Should any provision of this Agreement be determined by a court to be invalid or unenforceable, such a determination shall not affect the validity or enforceability of any other section or provision.

IN WITNESS WHEREOF, the undersigned has made and executed this Agreement this
17th day of October, 20 .

Kader, Inc.


Name: Waleed Kader, its Director

Witness 

Print Name Josh Livingston

Witness *Amanda Lagergren*
Print Name Amanda Lagergren

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of October, 2011, by Waleed Kader, Director of Kader, Inc. He/She is personally known to me, produced current FL DL as identification.

Heather Parker
Signature of Notary Public

Heather Parker
Printed Name of Notary Public

(Notary Seal)



ACCEPTANCE

This Hold Harmless Agreement is executed this _____ day of _____, 20____, by _____, on behalf of Escambia County, Florida, as authorized by its Board of County Commissioners at a meeting on the _____ day of _____, 20____.

**Escambia County, Florida, a political
subdivision of the State of Florida**

By: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1904 **Growth Management Report** **Item #: 11. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 01/05/2012
Issue: Scheduling of Public Hearings
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

A. Thursday, January 19, 2012- 5:45 p.m. - An Adoption Hearing - CPA 2011-02 Becks Lake Road;

B. Thursday, February 2, 2012:

(1) 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on January 9, 2012:

(a) Case No.: **Z-2011-17 (Remanded by BCC 11/3/11)**
Location: 9991 Guidy Lane
Property Reference No.: 07-1S-30-1018-000-000
Property Size: .38 (+/-) acres
From: R-2, Single Family District (cumulative), Low-Medium Density (7 du/acre).
To: R-6 Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre).
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 5
Requested by: Wiley C. "Buddy" Page, Agent for Charles and Linda Welk, Owner

(b) Case No.: **Z-2012-01**
Location: 9869 N. Loop Rd
Property Reference No.: 14-3S-31-2101-000-000;13-3S-31-7101-000-001
Property Size: 49.57 (+/-) acres
From: R-R, Rural Residential District (cumulative), Low Density

To: AMU-2, Airfield Mixed Use -2 District (cumulative to AMU-1 only)
FLU Category: MU-S, Mixed Use Suburban
Commissioner District 2
Requested by: Jesse Rigby, Agent for James Hinson, Owner

(2) 5:46 p.m. - A Public Hearing - LDC Ordinance Article 8, "Way Finding Signs."



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1865

County Administrator's Report Item #: 11. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/05/2012

Issue: Continued Support of Jurisdictional Change at Saufley Field

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Continued Support of Jurisdictional Change at Saufley Field - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning support of the jurisdictional change at Saufley Field:

- A. Approve the letter confirming continued support of the change in the jurisdictional status of Saufley Field to concurrent State and Federal jurisdiction, provided the Navy continues staffing Saufley Field Fire Station, maintains a presence at the airfield and the prison is in use by the Federal Government; and
- B. Authorize the Chairman to sign the letter.

BACKGROUND:

In a letter dated July 13, 2009, the Commanding Officer of Naval Air Station Pensacola requested support regarding a jurisdictional change to the property located at Saufley Field from its status of exclusive federal jurisdiction to concurrent jurisdiction. On October 9, 2009, Chairman Marie Young signed such letter of support for the initiative.

The Navy has approved the jurisdictional change and the request is currently with the Florida Governor's office. The Office of the Staff Judge Advocate, in a letter dated November 7, 2011, has requested a letter confirming continued support of the change to concurrent jurisdiction, as requested by the Governor's office.

The recommended letter supports concurrent jurisdiction of Saufley Field as long as the Navy continues staffing of the Fire Station and maintains a presence at the airfield, and the prison is in use by the federal government. The County's MSBU would be applicable to all property served in the area when the Saufley Field Fire Station is no longer staff by the Navy.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

n/a

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

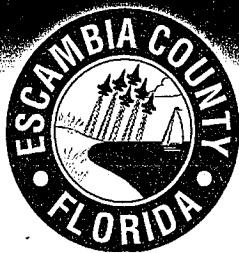
Board policy requires that any correspondence signed by the Chairman must be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Saufley Field Concurrent Status Support



Board of County Commissioners • Escambia County, Florida

Wilson B. Robertson, District 1
Gene M. Valentino, District 2
Marie K. Young, District 3
Grover C. Robinson, IV, District 4
Kevin W. White, District 5

January 5, 2012

Cheryl Ausband
LCDR, JAGC, USN
NAS Pensacola
190 Radford Boulevard
Pensacola, Florida 32508-5217

Dear LCDR Ausband:

This is in response to your letter of November 7, 2011, requesting confirmation of our continued support of the change in jurisdictional status of Saufley Field to concurrent state and federal jurisdiction.

Escambia County is agreeable to concurrent jurisdiction for the foregoing area, provided the Navy continues staffing Saufley Field Fire Station and maintains a presence at the airfield, and the prison is in use by the Federal government. The County's MSBU would be applicable to all property served in the area when the Fire Station is no longer staffed by the Navy.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

Wilson B. Robertson
Chairman

WR:sh

**OFFICE OF THE
STAFF JUDGE ADVOCATE**
NAS PENSACOLA
190 RADFORD BLVD
PENSACOLA, FLORIDA 32508-5217

7 November 2011

Board of County Commissioners
County Government Complex
221 Palafox Place
PO Box 1591
Pensacola, FL 32591-1591

Dear Mrs. Young, Mr. Robinson, Mr. Robertson, Mr. Valentino, and Mr. White:

By letter of July 13, 2009 the Commanding Officer of Naval Air Station Pensacola had asked your office for support regarding a jurisdictional change to the property located at Saufley Field from its current status of exclusive federal jurisdiction to concurrent jurisdiction. On October 9, 2009 your Chairman, Ms. Young, signed a letter of support for this initiative.

At this time, the Navy has approved the jurisdictional change and the request is currently with the Florida Governor's office. He is asking for confirmation that all interested parties still support this jurisdictional change.

As such, the Naval Air Station respectfully requests a letter of continued support from you. We have the support of the Attorney General, the State Attorney and the Escambia County Sherriff's Office and are asking each office to reconfirm their support. I hope we can count on you for your continued support of the proposal. Please respond at your earliest convenience. If you have any questions, please do not hesitate to contact my Staff Judge Advocate, LCDR Cheryl Ausband, at (850) 452-4684.

Sincerely,



CHERYL AUSBAND
LCDR, JAGC, USN

Copy to:
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney

RECEIVED
NOV 10 2011

County Administrator's Office

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-5. Approval of Various Consent Agenda Items – Continued

5. Continued...

D. Report of the October 8, 2009, C/W Workshop – Continued

AGENDA NUMBER – Continued

6. Saufley Field, LLC, Presentation

A. Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Center for Innovation and Technology – Saufley Field Enhanced Use Lease*, presented by County Administrator McLaughlin, and who advised that the Department of Navy is requesting that the Board support the Navy's request for a jurisdictional change of the property located at Saufley Field, which is presently under exclusive Federal jurisdiction, and its proposal to lease portions of the property to local businesses under the Enhanced Use Lease Program for a period of up to 50 years; and

B. Board Direction – The C/W was advised by Commissioner Young that the consensus is to proceed with drafting a letter of support for the Department of Navy.

Speaker(s):

Bob Brown

(Continued on Page 18)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-5. Approval of Various Consent Agenda Items – Continued

5. Continued...

D. Report of the October 8, 2009, C/W Workshop – Continued

AGENDA NUMBER – Continued

17. Disposition of Surplus Equipment Policy

- A. Discussion – The C/W discussed Disposition of Surplus Equipment Policy; and
- B. Board Direction – The C/W heard the request from Commissioner Valentino, with consensus, that staff amend the County's Disposition of Surplus Equipment Policy to provide for sale/auction of surplus property before charitable donation.

18. Felix Miga Senior Citizen Center

- A. Discussion – The C/W heard the request from Keith Wilkins, Deputy Bureau Chief, Neighborhoods and Community Services Bureau, for Board direction concerning the acquisition of a property adjacent to the Felix Miga Senior Citizen Center, for the purpose of expanding the Center's parking lot; and
- B. Board Direction – The C/W recommends that the Board direct staff to move forward with the acquisition process.

Recommended 5-0

19. Adjourn

Chairman Young declared the C/W Meeting adjourned at 11:32 a.m.

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



Wilson B. Robertson
District One

Gene M. Valentino
District Two

Marie Young
District Three

Grover C. Robinson, IV
District Four

Kevin W. White
District Five

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

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

October 9, 2009

• Captain William P. Reavey
Commanding Officer
NAS Pensacola
190 Radford Blvd.
Pensacola, FL 32508

Dear Captain Reavey:

We are writing in response to your letter of July 13, 2009, requesting our support in changing the jurisdictional status of Saufley Field to concurrent state and federal jurisdiction.

Please be advised that the Escambia County Board of County Commissioners fully supports Naval Air Station Pensacola's proposed change to the jurisdiction of Saufley Field. We understand the change is being sought in conjunction with the Navy's plans to lease portions of the Saufley Field to private business under the Enhanced Use Lease program.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Marie Young".

Marie Young
Chairman

MY:sh



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1877

County Administrator's Report Item #: 11. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/05/2012

Issue: Amendment #2 to the Agreement between Pensacola State College and Escambia County

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #2 to the Agreement between Pensacola State College and Escambia County - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning Amendment #2 to the Agreement between Pensacola State College and Escambia County:

A. Approve Amendment #2 that eliminates a condition for the use of the Pensacola State College Lou Ross Center as a first responder child care hurricane shelter, operated by Be Ready Alliance Coordinating for Emergencies. Amendment #2 will allow the facility to be utilized as a first responder child care hurricane shelter operation, as the need dictates, without requiring the County employee family member hurricane shelter to operate simultaneously at the same facility during disaster responses as needed; and

B. Authorize the Chairman to sign this Amendment.

BACKGROUND:

In 1999, Escambia County entered into an agreement with the District Board of Trustees of Pensacola Junior College, now known as the District Board of Trustees of Pensacola State College, for the use of the Lou Ross Center as the County's designated Special Needs Hurricane Shelter. On October 21, 2010, the Board approved an Amendment to this agreement expanding the uses of the facility in an effort to leverage local resources in the event of community disaster response needs.

Through the continued disaster planning efforts, the Division of Emergency Management has been able to negotiate a refinement to the Agreement through the proposed Amendment #2. Amendment #2 will remove a condition for the use of the facility that will allow the facility to be utilized as a first responder childcare hurricane shelter operation, as the need dictates, without requiring the County employee family member hurricane shelter to operate simultaneously at the same facility during disaster responses as needed. This will allow more flexibility with independent operations being mobilized as the need dictates.

With this Amendment #2 to the Agreement, the Lou Ross Center will remain a valuable resource, in cooperation and partnership with Pensacola State College, accessible to the County

in times of need.

BUDGETARY IMPACT:

There will be no budgetary impact to the County in support of this agreement. Any expenses incurred as a result of the use of this facility, will be absorbed by the response agency utilizing the facility at the time of need, or be identified under a Local State of Emergency.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policies require agreements be approved by it..

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the agreement. This agreement is being coordinated between the Division of Emergency Management and Pensacola State College.

Attachments

Amendment #2-for signature

2010 Amendment #1 Between Pensacola State College and BCC

Original 1999 Pensacola State College-BCC Agreement

**AMENDMENT #2 TO THE AGREEMENT BETWEEN
PENSACOLA STATE COLLEGE AND ESCAMBIA COUNTY**

THIS AMENDMENT is made by and between The District Board of Trustees of Pensacola State College, Florida, (hereinafter referenced to as "College"), having an office at 1000 College Boulevard, Pensacola, Florida 32504, and Escambia County, Florida a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, the Amendment entered into between the College and the County that was approved and executed by the County November 21, 2010, will remain in effect; and

WHEREAS, the original Agreement entered into between the College and the County that was approved by the County November 23, 1999, and executed November 30, 1999, and executed by the College November 16, 1999 will remain in effect as modified by the Amendment November 21, 2010; and

WHEREAS, all conditions as identified in the original Agreement and the Amendment remain in effect unless otherwise modified by this Amendment #2;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions contained therein, the parties agree as follows:

1. Within the Amendment, Section 7.b. will be removed in its' entirety and replaced by the following:

7.b. Second: Use by the County as a first responder child care center. Personnel operating the first responder child care center are not required to be employees of the County, but shall be deemed agents of the County for purposes of this Agreement. County shall provide adequate supervision at all times for all children in the custody of the County's child care center, and County shall assume sole responsibility for the safety and wellbeing of such children and the County's agents providing supervision of the children.

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 the College signing by and through its Chairman, who is duly authorized to execute same.

**THE DISTRICT BOARD OF TRUSTEES OF
PENSACOLA STATE COLLEGE, FLORIDA**

By: Edward Moore
Edward Moore, Chair

Signed this 29 day of NOV, 2011

Approved as to Form:

By: [Signature]
Thomas J. Gilliam, Jr., General Counsel
Pensacola State College

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

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha BCC Approved: _____
Clerk of the Circuit Court Date Executed: _____

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACH
Date: 12/2/11

**AMENDMENT TO THE AGREEMENT BETWEEN
PENSACOLA STATE COLLEGE AND ESCAMBIA COUNTY**

THIS AMENDMENT is made by and between The District Board of Trustees of Pensacola State College, Florida, formerly known as The District Board of Trustees of Pensacola Junior College, Florida (hereinafter referred to as "College"), having an office at 1000 College Boulevard, Pensacola, Florida 32504, and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, the original Agreement entered into between the College and the County that was approved by the County November 23, 1999, and executed November 30, 1999, and executed by the College November 16, 1999 will remain in effect; and

WHEREAS, this Amendment will amend the original 1999 Agreement; and

WHEREAS, all original conditions in the 1999 Agreement remain in effect unless otherwise modified by this Amendment; and

WHEREAS, the facility of reference has been renamed from the Health Center, to the Lou Ross Center; and

WHEREAS, Emergency Management, a division of the Public Safety Bureau of Escambia County, has been tasked by the County to develop a County staff and dependents shelter as a potentially safer, last resort option in the event of a disaster event with no other options available to those potential County staff shelterees; and

WHEREAS, the County, depending upon County staff and dependent demand compared to the identified capacity of the identified facility, may offer available shelter space within the facility to College staff and dependents as a potentially safer, last resort option in the event of a disaster event with no other options available to those potential College shelterees; and

WHEREAS, the County's Division of Emergency Management is required by State Statute to maintain a registry of persons with special needs located within the jurisdiction of the local agency. The registration shall identify those persons in need of assistance and plan for resource allocation to meet those identified needs. One of those identified needs is to provide sheltering for people with special needs potentially before, during, and after various hazardous threats and impacts from disaster events; and

WHEREAS, the College and the County both desire to enter into this Amendment to establish the terms and conditions under which the College's Lou Ross Center may be utilized as an emergency shelter; and

WHEREAS, Emergency Support Function 18 will be replaced by Emergency Support Function 8 by title only, with Escambia County Health Department remaining the lead for the sheltering of persons with special needs; and

WHEREAS, in the event of any conflicting references between the original Agreement and this Amendment, this Amendment will supersede the original Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions contained therein, the parties agree as follows:

1. The County will, at its own expense, return the 350 KW generator to the Lou Ross Center that was previously located on site, and pay an electrical contractor to reconnect the generator to the automatic transfer switch already in place at the facility.
2. The College will, at its own expense, have a concrete slab, or gravel base material installed to provide a more solid base that the generator will be positioned upon. Once the generator has been replaced, the College will, at its own expense, install fencing around the generator to provide a more secure and safe environment for the generator.
3. The generator and transfer switch will be maintained and fueled by the County utilizing a contractor who will periodically arrive on site to inspect, test, and repair the generator as needed and appropriate. This maintenance will not impact the activities going on in the facility at the time of the testing, inspection, or repairs.
4. Full-load testing of the generator will be coordinated periodically with College facility staff and scheduled at times that will not impact activities within the facility.
5. Once the generator is installed, it will be on an automatic transfer switch that will be programmed to start up and test the generator periodically and automatically. The schedule of this testing will be coordinated with the College to allow minimal impact on activities within or around the facility.
6. Being on the automatic transfer switch, this generator will become available to the College and the Lou Ross Center anytime the facility loses power. As power is lost to the facility, the generator will automatically engage and provide full power to the identified shelter areas of the facility for use by the College.
7. The County agrees to coordinate with the College for the following potential uses of the Lou Ross Center with the following priority order:
 - a. First: Use by County staff and family members as a shelter only.
 - b. Second: Use by the County as a first responder child care center, only if also used as a County-staff-and-dependents-shelter. ~~The first-responder-child-care-center-shall-not-be~~ opened exclusively. County shall provide adequate supervision at all times for all children in the custody of the County's child care center, and County shall assume sole responsibility for the safety and wellbeing of such children.
 - c. Third: Use as a shelter in support of any other disaster event as appropriate and open to the public.
 - d. Fourth: Use as a secondary or supplemental Special Needs Shelter, as the situation may dictate, open to special needs qualified people only.

In any identified use, the use will not be exclusive. It is understood and agreed that the College may allow use of the Lou Ross Center as a shelter for College personnel and students as desired.

It will always be the intent of the County, in the event of a disaster event, that the shelter be opened and then closed as quickly as possible.

8. The College has agreed to provide a facility support employee who will be able to support the shelter operation as a representative of the College. This person will be available before and after the event for quick response when contacted, and will remain in the facility during the height of any event to address any facility questions, needs, or emergencies. Emergency contact information for this employee will be provided to shelter managers immediately upon the opening of the shelter.
9. The College has agreed to provide security support through the College's public safety department to check-in periodically with shelter management staff to maintain a safe environment. This service will be available before and after the event for quick response when contacted, and the College will provide a staff person in the facility during the height of any event to address any security/law enforcement issues with shelterees. Emergency contact information for this employee will be provided to shelter managers immediately upon the opening of the shelter.
10. Previous physical improvements to the Lou Ross Center, at the expense of Escambia County, were implemented in and around 1999. As a condition of the physical investments, the College has already permitted the use of the Lou Ross Center for use as a Special Needs Shelter.
11. Since 1999, improvements have changed the priority usage of the Lou Ross Center as a Special Needs Shelter. West Florida High School, with the Escambia County School District, has been identified as the primary Special Needs Shelter location for Escambia County. This priority does not preclude the potential use of the Lou Ross Center for a backup or a secondary option for use as a Special Needs Shelter in the event the primary facility may become reach capacity, or something impacts the facility to a point where it can no longer be utilized.
12. In the event this Agreement is terminated by the College, the College agrees to pay for any fixed improvements made by the County to the facilities with the College's prior approval, or the College will allow such improvements to be removed, provided the County shall be responsible for the repair of any damages caused by the removal of such improvements. Depreciation of the improvements will be considered in determining the value of the improvements if they are not removed and a mutually agreeable amount will be determined.
13. Any eligible expenses as identified in the original Agreement, item #10, shall be submitted ~~directly to the County for processing within 30 days of the cessation of shelter operations.~~
14. The County's use of the Lou Ross Center as described herein will not be exclusive. It is understood and agreed that the College may place its personnel and students in the Lou Ross Center before, during, or after perceived or impending disaster events.
15. Feeding and other logistical needs for the shelter operation, beyond those specifically identified in this Amendment will be the responsibility of and managed by the County.
16. Though the Lou Ross Center has been designated as a shelter, this merely identified that the facility meets specific building code minimum standards. The College makes no guarantee whatsoever regarding the structural soundness of the Lou Ross Center, and use of the facility

during any disaster event by Escambia County, its staff, their dependents and any other person shall be at such person's sole risk.

- 17. Due to the changes included in this Amendment which expand the use of the Lou Ross Center to a wider range of people during an emergency, Paragraph 11 of the original Agreement is hereby amended to include all such additional people within the scope of the County's indemnity in said paragraph, subject to the limits set forth in § 768.28, Florida Statutes.

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 _____, 2010, and the College signing by and through its Chairman, who is duly authorized to execute same.

THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA

By: [Signature]
John O'Connor, Chair

Signed this 21st day of September, 2010

Approved as to form:

[Signature]
Thomas J. G. Williams, Jr., General Counsel
for Pensacola State College

BCC Approved: 10-21-2010
Date Executed: 10-21-2010

ESCAMBIA COUNTY, FLORIDA, through its BOARD OF COUNTY COMMISSIONERS

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

Signed this 21st day of October, 2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

[Signature]
Deputy Clerk



This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 8/30/10

AGREEMENT

THIS AGREEMENT is entered into this 16th day of November, 1999, by and between The District Board of Trustees of Pensacola Junior College, Florida (hereinafter referred to as "PJC"), having an office at 1000 College Boulevard, Pensacola, Florida 32504, and Escambia County, through its Office of Emergency Management, Escambia County, Florida (hereinafter referred to as "Emergency Management"), having an office at 2920 North "L" Street, Pensacola, Florida 32501.

WITNESSETH:

WHEREAS, Emergency Management is required by State Statute to maintain a registry for people with special needs and to plan for resource allocation to assist with transportation and sheltering of people with special needs immediately after a disaster has struck or in advance of potential disaster; and

WHEREAS, Emergency Management provides relief to large numbers of people in Emergency Management operated special needs evacuation centers; and

WHEREAS, Emergency Support Function 18 (ESF18) Special Needs of the Escambia County Comprehensive Emergency Management Plan identified Escambia County Emergency Medical Services and Escambia County Health Department as the lead agencies for sheltering persons with special needs; and

WHEREAS, PJC wishes to cooperate with Emergency Management for such purposes and has authorized Emergency Management use of PJC's Health Center on PJC's Pensacola Campus as a special needs evacuation center required in the conduct of Emergency Management disaster services activities; and

WHEREAS, PJC and Emergency Management both desire to enter into this Agreement to establish the terms and conditions under which PJC's Health Center will be utilized as an Emergency Management operated special needs evacuation center.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the payment by Emergency Management to PJC of agreed reimbursement for wages incurred, food items other than USDA food stuffs, and other good and valuable consideration, PJC and Emergency Management agree as follows:

1. The Emergency Preparedness Study (Phase I and Phase II) of the Health Center (Health Building # 3) on PJC's Pensacola Campus prepared in 1999 by Strobel & Hunter, Inc. and RAC Engineering, Inc. indicates that the west wall of the Health Center must be reinforced and protection for the window openings must be provided to allow the Health Center to be utilized as an emergency evacuation center.
2. Emergency Management acknowledges receipt of a copy of the aforementioned Emergency Preparedness Study and the recommendations and opinions contained therein.

3. Emergency Management, at its own cost and expense, agrees to have a series of wind columns constructed along the outside of the west wall and to provide storm shutters for all the windows with appropriate anchor devices around all window openings, all as recommended in the aforementioned study by Strobel & Hunter, Inc., and RAC Engineering, Inc. All construction plans for this work shall be subject to PJC's review and approval.
4. The work recommended in the aforementioned Emergency Preparedness Study must be completed prior to the Health Center being utilized by Emergency Management.
5. Emergency Management shall also provide such generators as may be required in the event that electrical power is lost while the Health Center is being used as an evacuation center.
6. PJC agrees that after the work recommended in the aforementioned Emergency Preparedness Study is completed, PJC will permit the Health Center on the Pensacola Campus to be used by Emergency Management as a special needs evacuation center for people with special needs who are victims of disasters immediately after an emergency has struck or in the event of a potential emergency.
7. Emergency Management's use of the Health Center will not be exclusive. It is understood and agreed that PJC may place its personnel and students in the Health Center after a disaster has struck or in advance of potential disaster.
8. Emergency Management hereby agrees that its use of PJC's Health Center as a special needs evacuation center shall be in strict compliance with Emergency Support Function 18 (ESF 18) Special Needs of the Escambia County Comprehensive Plan, a copy of which is attached hereto as Exhibit 1, and incorporated herein by reference as though fully set forth.
9. Emergency Management shall provide or cause to be provided all support personnel needed to care for the people, except PJC personnel and students, evacuated to the Health Center during an emergency or disaster.
10. Emergency Management hereby agrees that in consideration for the use of PJC's Health Center as a special needs evacuation center, Emergency Management shall, upon receipt, reimburse PJC for wages incurred for custodial employees, food items consumed and other items, as set forth in the Emergency Management Procedures Emergency Support Function 18 (ESF18).
11. Emergency Management, through the self insurance program of Escambia County, shall reimburse PJC for any damage to property or theft of Pensacola Junior College property and for any bodily injury, including death, sustained or suffered by an employee of Emergency Management or any other person placed in or utilizing the facilities as a special needs evacuation center, except for personnel and students of Pensacola Junior College placed in or utilizing the facilities, unless such damage to or loss of property or

such bodily injury or death is proximately caused by the negligence of Pensacola Junior College or its employees. Emergency Management shall also provide Pensacola Junior College with a legal defense against any and all such claims. Notwithstanding the foregoing, it is understood and agreed by the parties that as a public entity of the State of Florida, Emergency Management is clothed with sovereign immunity and shall not be liable for any sums in excess of the amounts it is required to pay under Florida's waiver of sovereign immunity, Florida Statute § 768.28.

12. It may be necessary for Emergency Management to use PJC's gymnastics facility directly behind the Health Center for off duty staff and families if the Health Center is opened as a special needs shelter, provided it is understood by Emergency Management that the gymnastics facility will be vacated and the off duty staff and families moved to the Health Center when and if the wind speed at Pensacola Regional Airport begins to exceed 60 miles per hour. Upon request, PJC would permit the use of its gymnastics facility for the aforesaid purpose, and all of the operational provisions contained herein applicable to the Health Center would also be applicable to the gymnastics facility.
13. PJC and Emergency Management both agree that this Agreement will continue in effect from year to year, commencing on the date hereof, provided that it may be amended in writing at any time by mutual consent of the parties and either PJC or Emergency Management may terminate this Agreement at their convenience by giving sixty (60) days written notice to the other party at its office address as set forth above, or at such other address that may be changed from time to time.
14. In the event this Agreement is terminated by PJC, PJC agrees to pay for any fixed improvements made by Emergency Management to the facilities or allow such improvements to be removed, provided Emergency Management shall be responsible for the repair of any damages caused by the removal of such improvements. Depreciation of the improvements will be considered in determining the value of the improvements if they are not removed and a mutually agreeable amount will be determined.
15. It is not the intent of Emergency Management that PJC will be used as a long-term shelter after the storm. PJC has the right to request closing in a reasonable period of time. It is the intent of ESF #18 that long-term patients will be moved to another facility such as an Assisted Living Facility (ALF) or a nursing home as soon as possible.

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 23rd day of November, 1999, and PJC signing by and through its Chairman, who is duly authorized to execute same.

THE DISTRICT BOARD OF TRUSTEES OF
PENSACOLA JUNIOR COLLEGE, FLORIDA

By: Elba W. Robertson
Elba W. Robertson, Chairman 11-16-99

ATTEST: As to THE DISTRICT BOARD OF
TRUSTEES OF PENSACOLA JUNIOR
COLLEGE, FLORIDA

By: Charles A. Atwell
Charles A. Atwell, Secretary of the Board

Signed this 16th day of November, 1999

ESCAMBIA COUNTY, through its BOARD
OF COUNTY COMMISSIONERS

By: Mike Bass
Mike Bass, Chairman

Signed this 30th day of November, 1999

DEC APPROVED 11/23/99

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Marilyn Singrey
Deputy Clerk



APPROVED AS TO FORM:

By: Thomas J. Gilliam, Jr.
THOMAS J. GILLIAM, JR., Attorney for
Pensacola Junior College



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1879

County Administrator's Report Item #: 11. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/05/2012

Issue: Disposition of Property for the Public Safety Department

From: Mike Weaver

Organization: Public Safety

CAO Approval:

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 eight 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 disposed of as indicated on disposition form according to County policy.

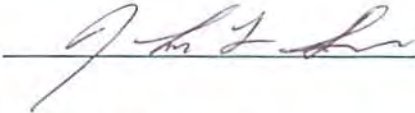
Attachments

Disposition Forms for Public Safety

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

John Sims DATE: 12/1/2011
 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	51577	Camera (DriveCam/Forward)	03293799	DC-2000-32	2003	Obsolete
N	52390	Camera (DriveCam/Forward)	03295131	DC-2000-32	2003	Obsolete
Y	52395	Camera (DriveCam/Forward)	03295058	DC-2000-32	2003	Obsolete
Y	52396	Camera (DriveCam/Forward)	03295084	DC-2000-32	2003	Obsolete

Disposal Comments: Cameras are obsolete; cannot be upgraded for use. Disposal at landfill.

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: 11/30/2011
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 12/13/11
 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

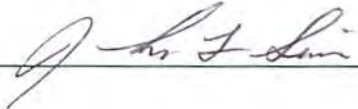
Property Tag Returned to Clerk & Comptroller's Finance Department

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: 330302

John Sims DATE: 12/1/2011
 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
Y	58099	UHF Mobile Radio	483YHH5482	PM1500	2008	Good

Disposal Comments: Sell - can be narrowbanded; Return funds from sale to LOST fund.

INFORMATION TECHNOLOGY (IT Technician): _____ N/A
 Print Name

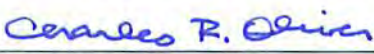
Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 11/30/2011
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 12/13/11
 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

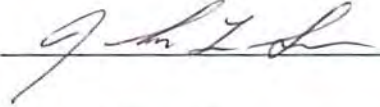
Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

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

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

John Sims DATE: 12/1/2011
 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
Y	58093	UHF Mobile Radio	483YHC4234	PM1500	2008	Good
Y	58094	UHF Mobile Radio #01	483YHC4240	PM1500	2008	Good
Y	58095	UHF Mobile Radio #06	483YHH5674	PM1500	2008	Good
Y	58096	UHF Mobile Radio	483YHC4788	PM1500	2008	Good
Y	58097	UHF Mobile Radio	483YHC4815	PM1500	2008	Good
Y	58098	UHF Mobile Radio	483YHC4835	PM1500	2008	Good

Disposal Comments: Sell - can be narrowbanded; Return funds from sale to LOST fund.

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: 11/30/2011
 FROM: Escambia County Department Director (Signature): 
 Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 12/13/11
 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

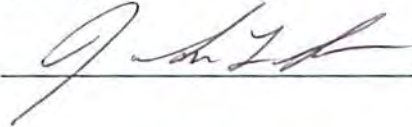
Clerk & Comptroller's Finance Signature of Receipt Date

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

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

John Sims DATE: 12/1/2011
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED: *AAM79QTD9PW5AN

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	56845	Mobile Radio #28	483YHH5940	*	2007	Fair
Y	58088	UHF Mobile Radio	483YHA3418	PM1500	2008	Good
Y	58089	UHF Mobile Radio #04	483YHA3419	PM1500	2008	Good
Y	58090	UHF Mobile Radio #01	483YHC3613	PM1500	2008	Good
Y	58091	UHF Mobile Radio #04	483YHC3962	PM1500	2008	Good
Y	58092	UHF Mobile Radio #06	483YHC4163	PM1500	2008	Good

Disposal Comments: Sell - can be narrowbanded; Return funds from sale to LOST fund.

INFORMATION TECHNOLOGY (IT Technician): N/A

Print Name

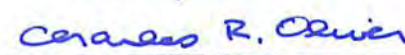
Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 11/30/2011
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 12/13/11
 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

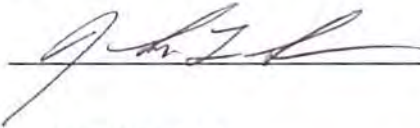
Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

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

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

John Sims _____ DATE: 12/1/2011
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED: *AAM79QTD9PW5AN


TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	56838	Mobile Radio #27	483YHH5635	*	2007	Fair
N	56839	Mobile Radio #29	483YHH5641	*	2007	Fair
N	56840	Mobile Radio #11	483YHH5724	*	2007	Fair
N	56841	Mobile Radio #29	483YHH5725	*	2007	Fair
N	56842	Mobile Radio #28	483YHH5726	*	2007	Fair
N	56843	Mobile Radio #11	483YHH5937	*	2007	Fair

Disposal Comments: Sell - can be narrowbanded; Return funds from sale to LOST fund.

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: 11/30/2011
 FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 12/13/11
 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 _____

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

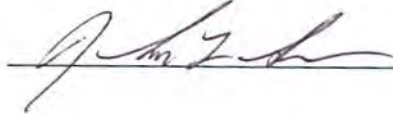
REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

John Sims DATE: 12/1/2011

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

*AAM79QTD9PW5AN

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	50302	Radio Mobile UHF	623ABS0305	MCS2000	2001	Fair
Y	50304	Radio Mobile UHF	623ABS0307	MCS2000	2001	Fair
N	52521	Radio Mobile	623CDW0245	MCS2000	2003	Fair
N	56832	Mobile Radio #30	483YHN6969	*	2007	Fair
N	56834	Mobile Radio #30	483YHN7141	*	2007	Fair
N	56836	Mobile Radio #27	483YHH5633	*	2007	Fair

Disposal Comments: Sell - can be narrowbanded; Return funds from sale of #50302 and #50304 to Fund 408; balance of receipts to LOST fund.

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: 11/30/2011

FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners
 FROM: County Administration

Date: 12/13/11



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

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Dept.: Public Safety

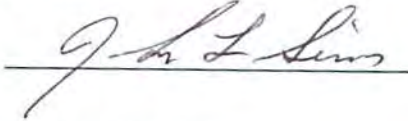
COST CENTER NO: 330302

John Sims

DATE: 12/1/2011

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
Y	51515	Computer	5V6H521	Dell	2002	Bad

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: 30 NOV 11 Information Technology Technician Signature:



TO: County Administration

Date: 12/1/2011

FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date: 12/13/11



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

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

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Public Safety COST CENTER NO: 140101 & 330302

John Sims DATE: 8-Dec-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
Y	53452	Computer	7J9DX51	SX280	2004	Obsolete
Y	49188	GX110 Computer	2R2R501	GX110	2000	Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

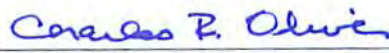
Conditions: _____ Dispose-Good Condition-Unusable for BOCC
_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: 

TO: County Administration Date: 12/11/11
FROM: Public Safety Department Department Director 

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 12/13/11
TO: Board of County Commissioners
FROM: County Administration 
Charles R. "Randy" Oliver, ~~C.F.A.~~
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-1898 County Administrator's Report Item #: 11. 4.
BCC Regular Meeting Technical/Public Service Consent
Meeting Date: 01/05/2012
Issue: Disposition of Property
From: David Musselwhite, IT Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

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

That the Board approve the Request for Disposition of Property Form for the Information Technology Department for one item of equipment, which is described and listed on the Request Form, with reason for disposition stated. The item is to be auctioned as surplus or properly disposed of.

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

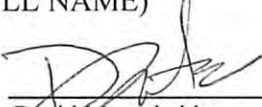
disposition-of-48819

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Information Technology DATE: 11/3/2011

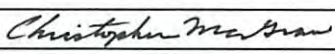
Property Custodian (PRINT FULL NAME) _____

Property Custodian (Signature):  Phone No: 595-4993
David Musselwhite

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

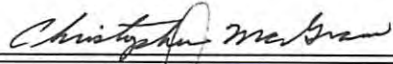
TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	48819	HP LaserJet Priter 8000 DN	USMJ009744	8000DN	2000	BAD

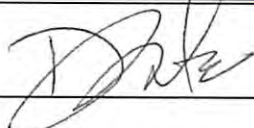
Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): 
Christopher McGraw


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

Printer is Ready for Disposition

Date: 11/4/11 Information Technology Technician Signature: 

TO: County Administration Date: 11/7/11
 FROM: Escambia County Department Department Director (Signature): 

Department Director (Print Name) David Musselwhite

RECOMMENDATION: Date: 11/7/11
 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-1866

County Administrator's Report Item #: 11. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/05/2012

Issue: 5:31 p.m. Public Hearing Request - Fund Balance Carry-forwards

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a 5:31 p.m., Public Hearing Request - Fund Balance Carry Forwards - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on January 19, 2012, at 5:31 p.m., to amend the Fiscal Year 2011/2012 Budget to include the fund balance carry forwards.

BACKGROUND:

During the budget process an estimate is made for the amount of unspent monies that will be remaining at the end of the fiscal year. This amount is budgeted in a fund balance estimate. At the close of every fiscal year a reconciliation is made between the estimate of fund balance, or funds remaining from the previous year and the actual fund balance. The difference is then appropriated into the budget. A public hearing is required to amend the budget in this manner.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1875

County Administrator's Report Item #: 11. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/05/2012

Issue: Schedule a Public Hearing to Consider the Petition to Vacate Portions of Two Un-Named Rights-of-Way in National Land Sales Company's Subdivision

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate Portions of Two, Un-Named Rights-of-Way in National Land Sales Company's Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for February 2, 2012, at 5:31 p.m., to consider the Petition to Vacate portions of two, un-named rights-of-way (approximately 44,562 square feet or 1.02 acres), in National Land Sales Company's Subdivision, as petitioned by Michael J. Kirsch and Charles P. Andrews.

The Petitioners own property abutting portions of two, un-named rights-of-way, as shown on the plat of the National Land Sales Company's Subdivision as recorded in Plat Deed Book 128, at Page 541, of the Public Records of Escambia County, Florida. This portion of the National Land Sales Company's Subdivision is located south of Interstate 10 (I-10) and east of Pine Forest Road. Petitioners are requesting that the Board vacate any interest the County has in that portion of a 15-foot-wide, un-named right-of way, extending east to west along the south boundary line of the National Land Sales Company's Subdivision and that portion of a 30-foot-wide, un-named right-of-way, extending north to south and bordered on the west by Lots 47 and 50 and bordered on the east by Lots 46 and 51 of the National Land Sales Company's Subdivision, as shown on Exhibit "A" (approximately 44,562 square feet or 1.02 acres). Staff has made no representations to the Petitioners that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioners or to any other interested party.

BACKGROUND:

The Petitioners own property abutting portions of two un-named rights-of-way as shown on the plat of the National Land Sales Company's Subdivision as recorded in Plat Deed Book 128 at Page 541 of the public records of Escambia County, Florida. This portion of the National Land Sales Company's Subdivision is located south of Interstate 10 (I-10) and east of Pine Forest Road. Petitioners are requesting that the Board vacate any interest the County has in that portion of a 15 foot wide un-named right-of way extending east to west along the south boundary line of the National Land Sales Company's Subdivision and that portion of a 30 foot wide un-named right-of-way extending north to south and bordered on the west by Lots 47 and 50 and bordered on the east by Lots 46 and 51 of the National Land Sales Company's

Subdivision as shown on Exhibit "A" (approximately 44,562 square feet or 1.02 acres). Staff has made no representations to the Petitioners that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioners or to 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 provided that a utility easement is 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 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:

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 Petitioners will be notified, the date and time will be advertised, and all owners of property within 500 feet notified.

Attachments

Petition

Plat

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.**

Petitioners, 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

All of that certain 30 foot wide un-named road right-of-way, extending north to south and bordered on the west by Lots 47 and 50 and bordered on the east by Lots 46 and 51 as shown on the plat of the National Land Sales Company Subdivision, recorded in Plat Deed Book 128 at Page 541 of the public records of Escambia County, Florida, lying south of the southwesterly right-of-way line of Interstate 10.

And also:

All of that certain 15 foot wide un-named road right-of-way extending east to west along the south boundary line of the National Land Sales Company Subdivision as recorded in Plat Deed Book 128 at Page 541 of the public records of Escambia County, Florida, being bordered on the east by the southwesterly right-of-way line of Interstate 10 and extending westerly to a point that is 3546 feet east of the northwest corner of Section 24, Township 1 South, Range 30 West, Escambia County, Florida.

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioners, Michael J Kirsch and Charles P Andrews presently 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 of that certain 30 foot wide un-named road right-of-way, extending north to south and bordered on the west by Lots 47 and 50 and bordered on the east by Lots 46 and 51 as shown on the plat of the National Land Sales Company Subdivision, recorded in Plat Deed Book 128 at Page 541 of the public records of Escambia County, Florida, lying south of the southwesterly right-of-way line of Interstate 10.

And also:

All of that certain 15 foot wide un-named road right-of-way extending east to west along the south boundary line of the National Land Sales Company Subdivision as recorded in Plat Deed Book 128 at Page 541 of the public records of Escambia County, Florida, being bordered on the east by the southwesterly right-of-way line of Interstate 10 and extending westerly to a point that is 3546 feet east of the northwest corner of Section 24, Township 1 South, Range 30 West, Escambia County, Florida.

2. That the Petitioners, Michael J Kirsch and Charles P. Andrews desire 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 24, Township 1 South,

Range 30 West and recorded in Plat Deed Book 128 at Page 541 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, Petitioners 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.

Petitioners acknowledge 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.

Michael J Kirsch
Petitioner(s) Name

Charles P Andrews

1776 Amos Circle
Street Address

1600 Hollyhill Rd

Pensacola, FL
City State

Pensacola, FL

(850) 207-8260
Phone Number

(850) 686-1561

N/A
Agent's Name

N/A
Agent's Phone Number

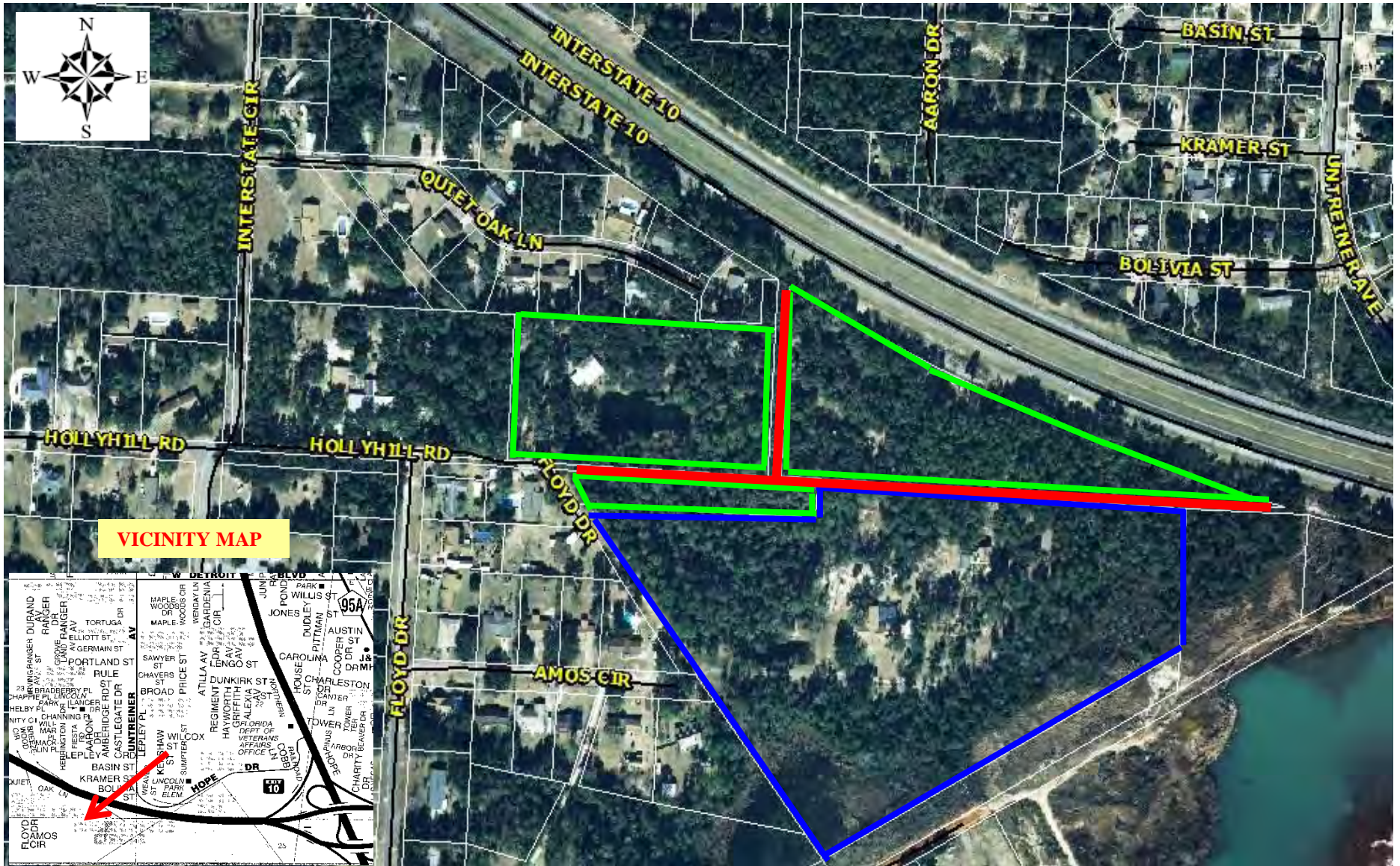
Date: 11/10/2011

11/10/2011

“EXHIBIT A”

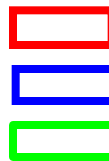
VACATE PORTIONS OF TWO UN-NAMED RIGHTS-OF-WAY IN NATIONAL LAND SALES COMPANY’S SUBDIVISION

Petitioners: Michael J. Kirsch and Charles P. Andrews



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 08/17/11 DISTRICT 1



- Portions of Un-Named Rights-of-Way Requested to be Vacated
- Michael J. Kirsch Property
- Charles P. Andrews Property



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1845

County Administrator's Report Item #: 11. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/05/2012

Issue: Non-Exclusive Long Term Franchise Agreement

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste - Patrick T. Johnson, Solid Waste Management Department Director

That the Board accept, for filing with the Board's Official Minutes, the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste between Escambia County and the following existing commercial haulers who are currently collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of the Agreement. On September 1, 2011, the Board approved the form of the Agreement and authorized the County Administrator to sign the Agreements:

- A. Allied Waste Services of North America, LLC;
- B. Emerald Coast Utilities Authority (ECUA);
- C. Southern Scrap Company, Inc.;
- D. Titan Waste Services, Inc.;
- E. Waste Management, Inc., of Florida; and
- F. Waste Pro of Florida, Inc.

BACKGROUND:

On September 1, 2011, the Board of County Commissioners approved the form of the 2012 Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste, and the collection of Franchise Fees from Emerald Coast Utilities Authority (ECUA) for the collection of commercial solid waste on Santa Roasa Island, pursuant to Paragraph 8 of the Transfer Agreement of 1992 between Escambia County and ECUA. The Board also authorized the County Administrator to sign the agreements with existing Commercial Solid Waste Haulers who are currently collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of the Agreement.

BUDGETARY IMPACT:

Fees generated by the Non-Exclusive Long Term Franchise Agreement are allocated by the Solid Waste Management Department to Fund 103, Account (Franchise Fees - Commercial Garbage).

LEGAL CONSIDERATIONS/SIGN-OFF:

The original Agreement was reviewed by Charles Peppler, Deputy County Attorney, for form and accuracy by legal sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The signed Agreements must be accepted by the Board in order to be recorded in the Official Minutes of the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The Clerk's Office will be provided the agreements.

Attachments

Board Mins 09/01/2011

Allied Waste Services

Emerald Coast Utilities Authority

Southern Scrap Company Inc

Titan Waste Services

Waste Management Inc

Waste Pro of Florida

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

7. Taking the following action concerning supplemental State of Florida, Department of Community Affairs (DCA), Community Development Block Grant (CDBG), Disaster Recovery Enhancement Funds (DREF) Grant funding for the Lakewood Sanitary Sewer Improvements Project (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436, and Fund 124/Affordable Housing, Cost Center 220442):

A. Approving Amendment #1 to the Interlocal Agreement for CDBG Disaster Grant (2008 Storms) with Emerald Coast Utilities Authority to incorporate DREF funding of \$492,506 (increasing the total Grant funding from \$3,200,000 to \$3,692,506), for the ongoing construction of sanitary sewer improvements in the Lakewood Subdivision located within the Barrancas Community Redevelopment Area; and

B. Authorizing the Chairman or Vice Chairman to execute the Amendment and all related documents as required to implement the Project.

8. Taking the following action concerning an *Application for Certificate of Need* and notification of "DBA" name change for Progressive Environmental Services, Inc., formerly operating as Eagle-SWS, and now operating as SWS Environmental Services (Fund 401, Solid Waste, Account No. 343402):

A. Approving the *Application for Certificate of Need* permitting Progressive Environmental Services, Inc., to operate in Escambia County, d/b/a SWS Environmental Services; and

B. Authorizing the Chairman to sign the Certificate.

9. Taking the following action concerning the *Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste* (Fund 103, Account 323701 [Franchise Fees – Commercial Garbage]):

A. Approving *(the form of) the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste;*

(Continued on Page 28)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

9. Continued...

B. Approving the collection of Franchise Fees from Emerald Coast Utilities Authority (ECUA) for the collection of solid waste on Santa Rosa Island, pursuant to Paragraph 8 of the Transfer Agreement of 1992 between Escambia County and ECUA; and

C. Authorizing the County Administrator to sign the *Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste* with current Board-approved Commercial Solid Waste haulers collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of this Agreement.

10. See Page 29.

11. See Page 30.

12. See Page 31.

13. See Page 32.

14. Taking the following action regarding an amended Interlocal Agreement with the Town of Century (funding for all related zoning cases will be provided by the Town of Century; all other costs associated with Environmental Enforcement services will continue to be provided from Cost Center 220488, Community Development Block Grant):

A. Approving an amended Interlocal Agreement between Escambia County, Florida, and the Town of Century, Florida, for the provision of Code Enforcement services in connection with the abatement of neighborhood nuisances within the corporate limits of the Town of Century; and

B. Authorizing the Chairman to sign the amended Interlocal Agreement.

**NON-EXCLUSIVE LONG TERM FRANCHISE AGREEMENT
FOR THE COLLECTION OF COMMERCIAL SOLID WASTE**

This Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste (Agreement) is made and entered into this 1st day of January, 2012, between Escambia County (County) and Allied Waste Services of North America, LLC ("Contractor").

WHEREAS, Contractor wishes to collect and transport certain types of solid waste that are generated in Escambia County; and

WHEREAS, County wishes to ensure that Contractor's activities in Escambia County are performed in accordance with all applicable laws and are consistent with the public interest; and

WHEREAS, on August 4, 1992, the Board of County Commissioners (Board) adopted Ordinance No. 92-28, which establishes County's procedures for issuing franchises for the collection and disposal of solid waste; and

WHEREAS, on September 1, 2011, the Board approved this Agreement with Contractor, in accordance with the provisions of Ordinance No. 92-28, and subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to comply with and be bound by the following provisions of this Agreement.

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1. **DEFINITIONS**

The words used in this Agreement shall have the meanings set forth in the following definitions. If a definition in this Agreement conflicts with a definition contained in any federal, state or local law, the definition contained herein shall prevail when interpreting the terms of this Agreement. However, nothing contained in this Agreement shall be interpreted to require Contractor or County to undertake any conduct that is contrary to federal, state or local law.

- A. **Agreement** shall mean this written contract between Escambia County and Contractor.
- B. **Biomedical Waste** shall mean any Solid Waste or liquid waste which may present a threat of infection to humans. Biomedical Waste includes those wastes which may cause disease or harbor pathogenic organisms, including but not limited to wastes from human and veterinary clinics and hospitals, such as tissue, blood, discarded bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. **Board** shall mean the Board of County Commissioners of Escambia County, Florida.
- D. **Bulky Waste** shall mean any non-vegetative item whose large size or weight precludes or complicates their handling by normal methods. Bulky Waste includes but is not limited to furniture, bicycles, inoperative and discarded refrigerators, ranges, toilets, water softeners, washers, dryers, bath tubs, water heaters, sinks, and other large appliances.
- E. **Collection** shall mean the process whereby Solid Waste is removed from the location where it is generated and then transported to a Designated Facility.
- F. **Commercial Solid Waste** shall mean any Garbage, Bulky Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have six (6) or more

Residential Units; and (vi) other sites that do not generate Residential Solid Waste.

- G. Commercial Solid Waste Collection Service** shall mean the Collection of Commercial Solid Waste within the Service Area.
- H. Compactor** shall mean any Container which has a compaction mechanism, whether stationary or mobile.
- I. Construction and Demolition Debris (C&DD)** shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a project.
- J. Container** shall mean any roll-on/roll-off box that is used to collect Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically dumped into a loader-packer type truck.
- K. Contract** shall mean the written agreement between Contractor and a Customer that describes the terms and conditions under which Contractor shall provide Commercial Solid Waste Collection Service.
- L. Contractor** shall mean Allied Waste Services of North America, LLC and its successors and assigns.
- M. Contract Administrator** shall mean County Administrator or his or her designee.
- N. County** shall mean Escambia County, a political subdivision of the State of Florida.
- O. Customer** shall mean a Person that obtains Commercial Solid Waste Collection Service from Contractor.
- P. Designated Facility** shall mean a facility designated in writing by County for the processing or disposal of the Solid Waste delivered by Contractor in accordance with this Agreement.
- Q. Effective Date** shall mean the date when this Agreement is signed by a duly authorized County representative.
- R. Franchise Agreement** shall mean a non-exclusive long term franchise agreement from County for the collection of Commercial Solid Waste in the Service Area. To satisfy this definition, a Franchise Agreement must have a minimum term greater than one year and must require the franchisee to deliver Commercial Solid Waste to the Designated Facility.
- S. Garbage** shall mean all putrescible waste, including but not limited to kitchen and table food waste, as well as animal, vegetative, and organic waste that is

attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that is Special Waste.

- T. **Garbage Cart** shall mean any commonly available Solid Waste receptacle, made of light gauge steel, plastic, or other non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and having a capacity of at least 64 gallons.
- U. **Hazardous Waste** shall mean any Solid Waste that is regulated by the Florida Department of Environmental Regulation as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, state or federal law.
- V. **Industrial Solid Waste** shall mean any Solid Waste that is generated by manufacturing or industrial processes and is not a Hazardous Waste. Industrial Solid Waste may include, but is not limited to waste materials resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- W. **Person** shall mean any and all persons, natural or artificial, including any individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.
- X. **Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.
- Y. **Recyclable Material** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- Z. **Residential Recyclables** shall mean Recyclable Material: (i) originating from residential property occupied by five (5) or fewer Residential Units per parcel of property; or (ii) contained in or mixed with Residential Solid Waste.
- AA. **Residential Solid Waste** shall mean all Solid Waste originating from residential property occupied by five (5) or fewer Residential Units per parcel of land.
- BB. **Residential Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

- CC. Service Area** shall mean all of the unincorporated areas of Escambia County, except those areas located on Santa Rosa Island.
- DD. Solid Waste** shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- EE. Special Waste** shall mean Solid Waste that requires special handling and management, including but not limited to waste tires, used oil, lead acid batteries, C&D, ash residue, yard trash, Biomedical Waste, Industrial Solid Waste, biological waste, automobiles, boats, internal combustion engines, sludge, dead animals, septic tank waste, liquid waste, and Hazardous Waste.
- FF. Term** shall mean the period of time when this Agreement is in effect.
- GG. Trash** shall mean all accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment and utensils. Trash does not include Garbage or Yard Waste.
- HH. Uncontrollable Forces** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. Uncontrollable Forces include but are not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- II. Yard Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance, including but not limited to grass clippings, palm fronds, tree branches and other similar matter.

2. NON-EXCLUSIVE FRANCHISE FOR COMMERCIAL SOLID WASTE

Subject to the conditions and limitations contained in this Agreement, County hereby grants a non-exclusive franchise to Contractor for the Collection of Commercial Solid Waste in the Service Area. The Contractor shall be solely responsible for the billing and collection of its fees for any Commercial Solid Waste Collection Service that it provides.

This Agreement does not grant any rights that are not expressly identified and conveyed by the specific terms of this Agreement. Among other things, this Agreement does not authorize Contractor to collect or process Residential Solid Waste or Residential Recyclables in the Service Area. This Agreement does not authorize Contractor to collect or process any type of Solid Waste in the incorporated areas of County. This Agreement does not apply to the collection or processing of C&DD.

3. TERM OF FRANCHISE

This Agreement shall begin on January 1, 2012, or the Effective Date, whichever is later, and shall expire on December 31, 2014, unless the Agreement is terminated earlier in accordance with the provisions of this Agreement. With the consent of the Board of Commissioners, this Agreement may be renewed for an additional Term of two (2) years.

Before the end of the Term (i.e., on or before December 31, 2014), the Board shall hold a duly noticed public meeting to determine whether County should consent to an additional two year term. This Agreement shall terminate automatically unless the Board votes to approve an additional two year term, at a duly noticed public meeting held prior to the end of the initial Term.

4. MINIMUM REQUIREMENTS FOR COLLECTION SERVICE

This Agreement establishes the minimum requirements for any Commercial Solid Waste Collection Service provided by Contractor in the Service Area. Any such service shall be consistent and in compliance with the requirements in this Agreement and with all applicable local, state and federal laws.

5. FREQUENCY OF SERVICE AND SIZE OF CONTAINERS

Commercial Solid Waste Collection Services shall be provided by Contractor in a manner which ensures that a public nuisance shall not be created and the public health, safety and welfare are protected.

Subject to the other provisions of this Agreement, the size of the Container and the frequency of Collection provided by Contractor shall be determined by the Customer and Contractor. The Contractor shall assist County in ensuring that the size of the Container and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Container.

Commercial Solid Waste Collection Service shall be provided on a regular basis. At a minimum, service shall be provided at least once per week to: all Customers that operate a restaurant, grocery store, or convenience store; all Customers that sell food or generate food wastes; and all Customers that generate Garbage.

The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts.

Notwithstanding anything else contained in this Agreement, the Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator reasonably determines that such action is necessary to satisfy the requirements of this Agreement or protect the public health, safety or welfare.

6. OWNERSHIP AND MAINTENANCE OF CONTAINERS

The Contractor shall provide Containers or a Garbage Cart to a Customer. At its option, however, the Customer may use its own Compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by Contractor must be in good condition and properly maintained. Each Container provided by Contractor shall be labeled with Contractor's name and telephone number in letters and numbers that are plainly visible and at least one (1) inch in size.

The Contractor shall display individual container numbers for all open top and closed containers utilized for the transportation of commercial solid waste. Numbers should be displayed on both sides of the container, in colors which contrast with that of the container, such numbers to be clearly legible and not less than six inches high.

The Contractor shall display individual vehicle numbers for all motor vehicles operating under this Agreement for the transportation of commercial solid waste. Numbers should be displayed on both sides of vehicle, in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than six inches high.

Any Container or Garbage Cart damaged by Contractor shall be repaired or replaced by Contractor within five (5) business days, at no cost to the Customer. The replacement must be similar to the original in style, material, quality, capacity and must display the lettering and numbers described above.

7. CONTRACTS WITH CUSTOMERS

The Contractor shall not provide Commercial Solid Waste Collection Service to a Person in the Service Area unless Contractor has executed a written Contract for such service. Each Contract shall identify the terms and conditions governing the service to be provided by Contractor. At a minimum, the Contract shall identify: the frequency of Collection; the size and number of Containers, Compactors and Garbage Carts (if any) that will be provided by Contractor; the fees that will be charged by Contractor for its services; and the manner by which fees will be collected. All new Contracts and Contract renewals executed after the Effective Date shall expressly and separately identify the amount of any franchise fee, tipping fee, or other County fee that will be collected from the Customer. The terms and conditions of each Contract shall be consistent and in compliance with the provisions of this Agreement. The term of the Contract shall not extend beyond the Term of this Agreement, unless the Contract expressly identifies the date on which this Agreement will terminate and states that Contractor's right to provide Commercial Solid Waste Collection Service in the Service Area in the future is contingent upon County's renewal of this Agreement.

Notwithstanding anything else contained herein, Contractor does not need to execute new or amended Contracts if the Board changes the amount of County's franchise fee, tipping fee, or other fee.

8. HOURS OF COLLECTION

Subject to the provisions of this Agreement, Commercial Solid Waste Collection Service may be provided at any time. However, collection sites located within 150 yards of a residence shall be

collected only between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday. The hours of collection at such sites may be extended due to extraordinary circumstances, provided Contractor receives the prior written consent of the Contract Administrator.

9. MANNER OF COLLECTION

All Containers and Garbage Carts shall be kept in a safe, accessible location agreed upon by Contractor and the Customer. The Contractor shall collect the Solid Waste in the Container or Garbage Cart with as little disturbance as possible and shall leave the Container or Garbage Cart at the same place where it was originally located.

10. CONTRACTOR'S PERSONNEL

The Contractor shall assign a qualified person to supervise and be responsible for Contractor's operations within the Service Area.

At least seven (7) days before commencing work under this Agreement, Contractor shall provide the Contract Administrator with a written list containing the name of Contractor's supervisor, the names of other key personnel, the telephone numbers for the supervisor and other key personnel, and the telephone numbers that are to be used to reach Contractor in the event of an emergency. Contractor shall promptly revise and resubmit this list to the Contract Administrator whenever any of the information in the list is outdated. A current list also shall be submitted to the Contract Administrator on or before January 30th of each year during the Term of this Agreement.

When collecting or transporting Solid Waste in the Service Area, Contractor's employees shall wear a uniform or shirt bearing Contractor's name.

When collecting or transporting Solid Waste in the Service Area, Contractor's drivers shall at all times carry a valid Commercial Drivers License for the type of vehicle that is being driven.

All of Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them. Contractor shall provide routine training in operating and safety procedures for all of Contractor's employees that are directly involved with the Collection or processing of Solid Waste in the Service Area.

Contractor's employees shall treat the public, County's staff, and all Customers in a polite and courteous manner.

11. COLLECTION EQUIPMENT

All motor vehicles, Containers, and other Solid Waste collection equipment used by Contractor shall meet industry standards and shall be maintained in a good, clean, and safe operating condition at all times.

At all times Contractor shall have equipment available to ensure that Contractor can adequately and efficiently perform the duties specified in this Agreement. Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment being replaced.

The Contractor's name shall be prominently displayed on all of the Solid Waste collection vehicles and containers owned by Contractor in the Service Area.

12. CONTRACTOR'S LOCAL OFFICE

Contractor shall maintain an office in Escambia County with at least two local telephone numbers or, in the alternative, Contractor shall maintain at least two toll free telephone numbers that can be called from Escambia County. In either case, Contractor's telephone lines shall be manned at least during normal business hours, 8:00 a.m. to 5:00 p.m. (Central Standard Time), Monday through Friday, except holidays. The Contractor shall use an answering service, answering machine or email to receive customer requests, questions, and complaints during all times when the telephones are not manned by Contractor's employees. Should Contractor use email to receive customer requests, questions and complaints, Contractor shall utilize software which notifies customers of the receipt of any email.

13. COMPLAINTS

The Contractor shall respond to all requests, questions, and complaints from Customers or County within twenty-four (24) hours or the next working day, whichever is later.

The Contractor shall provide, at the Contract Administrator's request, a full written description of any complaint, and the disposition of any complaint, involving a claim of personal injury or damages to any private or public property as a result of Contractor's actions in the incorporated or unincorporated areas of Escambia County.

14. NOTICES TO CUSTOMERS

On or before January 15th of each year during the Term of this Agreement, or within 15 days of execution of this agreement by Contract Administrator, Contractor shall provide each Customer with a notice that contains the following language:

REGULATION BY ESCAMBIA COUNTY

Escambia County regulates those companies (Contractors) that collect and dispose of commercial solid waste in the unincorporated County. The terms and conditions of your commercial solid waste collection contract with a Contractor are subject to County's regulations. If you have any questions regarding the terms and conditions of your contract, you may call County's Contract Administrator Patrick T. Johnson, at (850) 937.2160 or submit an email to him at ptjohnson@myescambia.com

RATES FOR SERVICES

At least once each month, we, the Contractor, must provide you with a written billing statement that identifies all of the rates and fees that you must pay for the solid waste services you receive. The bill must identify any fees that Contractor is charging for special services. The bill also must identify any charges that are based on County's solid waste tipping fee or franchise fee.

If County reduced the franchise fee paid by Contractor, and the reduction occurred after Contractor distributed its last notice to its Customers pursuant to this section of this Agreement, then Contractor shall include the following language in the next notice that Contractor provides to its Customers:

REDUCTIONS IN SOLID WASTE FEES

Escambia County reduced the amount of County's solid waste franchise fee from \$____ [insert old rate] per cubic yard per collection to \$_____ [insert new rate], effective _____ [insert date]. We, the Contractor must reduce your bill by an equal amount. Please call County's Contract Administrator if you have any questions about the amount of the fees that you must pay to us, the Contractor.

On or before January 30th of each year during the Term of this Agreement, or within 30 days of execution of the agreement by Contract Administrator, Contractor shall provide the Contract Administrator with: (a) a copy of the notice that was provided to Contractor's Customers; and (b) a written confirmation that timely notice was provided to all of Contractor's Customers, in the manner required by this Agreement.

15. YARD WASTE

Yard Waste shall be collected separately from Commercial Solid Waste. All grass clippings, leaves, pine needles and other loose vegetative materials shall be bagged or containerized. Yard Waste must not be greater than six (6) feet in length, with the exception of palm fronds and Christmas trees, and must not weigh more than 50 pounds per piece.

16. SPILLAGE

Contractor shall not litter or spill Solid Waste in the Service Area. The Contractor shall enclose or cover all Solid Waste that Contractor hauls within the Service Area to ensure that leaking, spilling and blowing of Solid Waste from Contractor's vehicles is prevented. If Contractor's activities cause spillage, leakage, or litter, Contractor shall immediately pick up and process or dispose of the Solid Waste.

17. USE OF DESIGNATED SOLID WASTE MANAGEMENT FACILITIES

If Contractor collects or receives any Commercial Solid Waste that has been generated or produced in the unincorporated areas of Escambia County, including Santa Rosa Island, then Contractor shall deliver that Commercial Solid Waste to the Designated Facility except as otherwise provided in Section 27 of this Agreement. For the purposes of this Agreement, the Designated Facility is County's Perdido Landfill or Palafox Transfer Station.

18. FRANCHISE FEES

Contractor shall pay a franchise fee to County, subject to the provisions of this Agreement. The franchise fee shall be (a) \$0.83 per cubic yard of capacity in a Container or Garbage Cart and (b) \$1.65 per cubic yard of capacity in a Compactor.

Contractor shall not be required to pay a franchise fee (i.e., a per cubic yard rate) that is higher than the rate charged by County to any other Person providing Commercial Solid Waste

Collection Service in the Service Area.

The franchise fee shall be paid for each Container, Garbage Cart and Compactor that is used to collect Commercial Solid Waste in the Service Area. The total amount to be paid by Contractor shall be based on the total number of times that Commercial Solid Waste is collected from each Compactor, Garbage Cart and Container during the relevant billing period. For each Container, Garbage Cart and Compactor, Contractor shall use the following formula to calculate the total amount that must be paid to County:

$$CC \times FF \times NC = \text{Amount Due to County}$$

In this formula, "CC" is the capacity of the Container, Garbage Cart or Compactor, "FF" is the franchise fee applicable to a cubic yard of Solid Waste collected in the Container, Garbage Cart or Compactor, and "NC" is the number of times that Contractor collected Commercial Solid Waste from the Container, Garbage Cart or Compactor during the relevant billing period.

Subject to the provisions of Section 20 of this Agreement, Contractor shall not be obligated to pay County a franchise fee for the Collection of Commercial Solid Waste from a Customer if Contractor does not receive payment from the Customer for that service.

19. CHANGES IN THE AMOUNT OF FRANCHISE FEES

County may decrease the amount of the franchise fee as often as County chooses, but County shall not increase the franchise fee more than twice per year.

If County decreases the amount of the franchise fee, Contractor shall reduce its charges to its Customers by an equal or greater amount. The reduction in the franchise fee shall be shown in all billing statements that Contractor issues to its Customers after the effective date of the change in the franchise fee, or ninety (90) days after the Board votes to reduce the franchise fee, whichever is later.

If County increases the amount of the franchise fee, Contractor may increase its charges to its Customers by an equal or lesser amount. The increase in the franchise fee shall not be charged to Contractor's Customers, and Contractor shall not be required to pay County for the increase in the franchise fee, until the increase in the franchise fee becomes effective or until ninety (90) days after the Board votes to increase the franchise fee, whichever is later.

20. PAYMENT OF FRANCHISE FEES AND STATEMENT OF COMPLIANCE

The Contractor shall pay the franchise fees to County on a monthly basis. Each monthly payment shall be based on the Commercial Solid Waste Collection Service provided by Contractor during the preceding month. The monthly payments shall be delivered to the Contract Administrator no later than 20 days after the end of the month when Contractor's service was provided. If Contractor or Contract Administrator subsequently discovers an error in any payment submitted to the Contract Administrator, Contractor shall submit a revised report and shall pay the additional franchise fee, if any, within thirty (30) days after the error is discovered.

The following documentation shall accompany all payments in order to correctly calculate the amount of the franchise fee that is due and owing to County:

- The number of Containers, Garbage Carts and Compactors used by Contractor's Customers
- The capacity of each Container, Garbage Cart and Compactor
- The number of times the Solid Waste in each Container, Garbage Cart and Compactor was collected
- The dates and amounts of any deliveries of Commercial Solid Waste to another Person pursuant to Section 27.C of this Agreement.
- A signed Statement of Compliance from Contractor, acknowledging the following:

I, the undersigned, confirm that Allied Waste Services of North America, LLC
 (Company Name)
 is operating in compliance with the requirements of this Agreement. The information supplied herein for the reporting of Franchise tonnage and fees is accurate, true and complete, and the funds submitted are to pay the sum due under this Agreement for the preceding calendar month.

Reporting Month and Year:

Allied Waste Services of North America, LLC
Company Name:

Authorized Signature:

Telephone No.:

Printed Name:

Title:

Date:

21. AUDITED FINANCIAL REPORT AND RIGHT OF INSPECTION AND AUDIT

The Contract Administrator may require Contractor to provide an audited financial report to demonstrate that Contractor has fully paid: (a) the franchise fee for the preceding year; and (b) the amount, if any, owing pursuant to Section 27 of this Agreement for the preceding year. The financial report also shall state whether, and the extent to which, Contractor has received payment during the preceding year from Customers that previously were used to justify a credit for Contractor pursuant to Section 20.

In the event an audited financial report is required, the audited financial report shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles. The financial report shall be delivered to the Contract Administrator within 120 days of demand by Contract Administrator unless the Contract Administrator gives prior written approval for a different deadline.

The Contract Administrator and County's auditors shall have the right to inspect Contractor's books and records related to Contractor's performance under this Agreement. The inspections shall be allowed at any time during normal business hours, but County shall provide at least two (2) days advance written notice before County commences an inspection of Contractor's books and records. Among other things, County's auditors shall be allowed to review Contractor's

Contracts with its Customers, and shall be allowed to communicate directly with Contractor's Customers, for the purpose of determining whether Contractor is in compliance with this Agreement. However, County's auditors shall not reveal any trade secrets or proprietary information obtained during their review of Contractor's books and records.

22. TIPPING FEES

Subject to the provisions of this Agreement, Contractor shall pay a tipping fee to County for each ton of Solid Waste that is delivered by Contractor to the Designated Facility.

The tipping fee at the Perdido Landfill is \$40.65 per ton of solid waste. The tipping fee at the Palafox Transfer Station is \$48.65 per ton of solid waste. Tipping fees shall be established by the Board by resolution and are incorporated by reference herein. Tipping fees may increase or decrease pursuant to resolution adopted by the Board.

During the Term of this Agreement, the tipping fee paid by Contractor for the disposal of Commercial Solid Waste at the Designated Facility shall not be greater than the tipping fee paid by any other Person delivering the same type of Solid Waste to the Designated Facility.

23. CHANGES IN THE AMOUNT OF TIPPING FEE

County may reduce the amount of the tipping fee at the Designated Facility at any time, but County shall not increase the amount of the tipping fee more than twice per year.

If County increases the amount of the tipping fee, Contractor shall not be required to pay the increased tipping fee until the increase in the tipping fee becomes effective, or until ninety (90) days after the Board votes to increase the tipping fee, whichever is later.

24. CALCULATION OF TONNAGE

For the purposes of this Agreement, County and Contractor agree to use the following assumptions when calculating tonnages: (a) one cubic yard of uncompacted Commercial Solid Waste weighs 80 pounds; and (b) one cubic yard of compacted Commercial Solid Waste weighs 480 pounds.

25. FAILURE TO DELIVER COMMERCIAL SOLID WASTE TO DESIGNATED FACILITY

In any year during the Term of this Agreement, if Contractor collects or receives Commercial Solid Waste that has been generated or produced in the Service Area, but Contractor fails to deliver all of that Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, then Contractor shall: (a) pay County for the shortfall in tonnage; or (b) deliver an equivalent amount of Commercial Solid Waste to the Designated Facility; or (c) demonstrate that the shortfall in tonnage is the responsibility of another Person, as described in Section 27.C., below.

- A. The following formula shall be used to calculate the amount that must be paid to County:

$$(TT - AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD)

is the amount of Commercial Solid Waste that Contractor delivered to the Designated Facility during the year, (TF) is the average tipping fee that County charged during the year for the disposal of Commercial Solid Waste at the Designated Facility, and (AO) is the amount owing from Contractor to County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for Commercial Solid Waste that was in effect at the Designated Facility on the first day of each month during the preceding calendar year; (b) adding these 12 monthly values; and (c) dividing by 12.

- B. If Contractor elects to deliver an equivalent amount of Commercial Solid Waste, the Commercial Solid Waste shall be collected from the incorporated or unincorporated areas of County. Contractor shall not deliver Solid Waste that has been generated outside of Escambia County to fulfill Contractor's obligations under this Agreement, unless Contractor receives the prior, express written approval of County Administrator.
- C. The Contractor shall not be required to pay for any shortfall in tonnage that results solely because Contractor delivered the Commercial Solid Waste collected within the Service Area to another Person, provided that: (i) such Person has a valid franchise agreement or other valid contract with County at the time when the Commercial Solid Waste is delivered by Contractor and the franchise agreement or contract requires the Person to deliver Contractor's Commercial Solid Waste to the Perdido Landfill; or (ii) County gives its advance written approval to Contractor for the delivery of the Commercial Solid Waste to such Person. If Contractor delivers Commercial Solid Waste to another Person pursuant to subparagraphs (i) or (ii), above, Contractor shall (upon request) provide County with verifiable records identifying the dates and amounts whenever Commercial Solid Waste collected within the Service Area was delivered from Contractor to the other Person.
- D. County may unilaterally revoke the provisions of Section 27.C. of this Agreement if for any reason County is unable to compel the other Person to either deliver an equivalent amount of Commercial Solid Waste to the Designated Facility or pay County in compliance with the requirements of Section 27. Any revocation of Section 27.C. shall not become effective until appropriate notice of the revocation is delivered in writing to Contractor.

26. PERMITS AND LICENSES

At its expense, Contractor shall obtain all permits, licenses and approvals required by law for Contractor's activities under this Agreement. The Contractor shall maintain these permits, licenses and approvals in full force and effect at all times during the Term of this Agreement.

27. INSURANCE

The Contractor shall purchase at its cost and maintain at all times the insurance coverage described in paragraphs A, B and C, below. The Board and County shall by endorsement be additional named insureds under these policies. All liability insurance shall be on the "occurrence form." The insurance coverages and limits required under this Agreement must be evidenced by properly executed certificates of insurance submitted to County at least seven (7) days before Contractor commences work under this Agreement. Current certificates of

insurance evidencing the required coverage must be on file with County at all times.

Updated certificates of insurance must be provided to County on or before the expiration date of each year during the Term of this Agreement. All insurance carriers shall be "A" rated and shall have a financial rating size of "IX" or better, according to the A. M. Best Key Rating Guide. The certificates of insurance must expressly state that County is entitled to receive at least forty-five (45) days advance notice before any cancellation or reduction in insurance coverage takes effect. Umbrella and/or excess liability coverage may be purchased to make up the difference between the primary limit and the required limit. Contractor also may use self-insurance to satisfy part or all of the requirements of this section, if Contractor maintains a qualified self-insurance plan that satisfies the requirements of applicable law.

County's receipt of certificates or other documentation of insurance from Contractor which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements of this Agreement. The Contractor agrees that its obligation to indemnify County pursuant to this Agreement shall not be limited by the type or amount of insurance provided by Contractor pursuant to this Agreement.

- A. Workers' compensation and employer's liability insurance shall be maintained by Contractor in compliance with the laws of the State of Florida at all times during the Term of this Agreement. The employer's liability insurance shall provide coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each person-accident, and Five Hundred Thousand Dollars (\$500,000) for each person-disease, and Five Hundred Thousand Dollars (\$500,000) aggregate.
- B. At all times during the Term of this Agreement, Contractor shall maintain a commercial general liability insurance policy with minimum combined single limits of coverage in the amount of Five Million Dollars (\$5,000,000), including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability, independent contractors, premises/operations, products and completed operations, and fire liability. The coverage for contractual liability must specify that it applies to the indemnification and hold harmless provisions of this Agreement.
- C. Automobile liability insurance shall be maintained by Contractor at all times during the Term of this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage, personal injury and death, for all hired, owned, and non-owned vehicles used by Contractor in the incorporated or unincorporated areas of Escambia County.

The insurance requirements under this Agreement may be revised by County, provided that County applies the revised requirements to any other Person that has a non-exclusive franchise from County for the Collection of Commercial Solid Waste. Contractor shall be given at least sixty (60) days to comply with any revised insurance requirements.

28. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold County harmless from any and all liabilities, losses, penalties, costs or damages County may suffer as a result of any claims, suits, demands, or judgments against County arising out of or in any way related to the acts or

omissions of Contractor under this Agreement. Contractor shall not be required to indemnify or hold County harmless for any act or omission caused solely by the negligent or willful misconduct of County.

29. CONTRACTOR'S RECORDS

The Contractor shall keep and maintain its records concerning the Commercial Solid Waste Collection Service that Contractor provided during the term of this Agreement. The records shall include all of Contractor's Contracts with its Customers.

The records shall be kept in Contractor's office in Escambia County or, if Contractor does not have an office in Escambia County, Contractor shall deliver the records to the Contract Administrator within 10 business days after receiving a written request from the Contract Administrator for such records. The records shall be kept intact and available for inspection during the term of this Agreement and for two years after the termination of this Agreement.

30. POINT OF CONTACT

All discussions, notices, and payments between Contractor and County concerning this Agreement shall be directed by Contractor to the Contract Administrator, as designated in Section 31, except as otherwise provided herein.

31. NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To County:

**Escambia County Solid Waste Management
Attention: Contract Administrator
13009 Beulah Road
Cantonment, FL 32533-8831**

**Copy to: County Attorney
221 Palafox Place
Pensacola, FL 32502**

As to Contractor:

(address)

Notices shall be effective when received at the addresses specified above. Changes in these addresses may be made from time to time by written notice.

32. ANNUAL CERTIFICATION OF COMPLIANCE

The Contractor shall prepare, maintain and keep current all of the documents and reports required by this Agreement. On or before January 30th of each year during the Term of this Agreement, Contractor shall certify to County that: (a) all required documents are current and on file, including but not limited to certificates of insurance, drivers licenses, and lists of key personnel and equipment; (b) all franchise fees, tipping fees, and payments pursuant to Sections 18, 22 and 25 of this Agreement have been calculated correctly and paid in full for the prior year; and (c) all notices have been provided in compliance with the requirements in Section 14 of this Agreement.

33. UNCONTROLLABLE CIRCUMSTANCES

Neither County nor Contractor shall be in default of this Agreement if delays in or failure of performance are due to Uncontrollable Forces, the effect of which the non-performing party could not avoid by the exercise of reasonable diligence. Neither party shall, however, be excused from performance if nonperformance is due to forces or events that are preventable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

34. ADMINISTRATIVE CHARGES

Subject to the provisions of this Agreement, County Administrator may collect administrative charges from Contractor.

- A. The administrative charge shall be \$500 per incident for each of the following events:
1. Failure to maintain minimum office hours, as required in Section 12 of this Agreement;
 2. Failure to provide properly licensed and qualified equipment operators, as required in Section 10 of this Agreement;
 3. Failure to provide documents and reports to County in the manner required in Sections 21 and 32 of this Agreement;
 4. Failure to replace a damaged Container or Garbage Cart within five business days after receiving a written request to do so, as required by Section 6 of this Agreement;
 5. Failure to pick up or clean up Contractor's spillage of Solid Waste immediately, as required in Section 16 of this Agreement;
 6. Failure to cover Solid Waste that is being transported in a collection vehicle, as required in Section 16 of this Agreement;
 7. Failure to display Contractor's name on Contractor's vehicles, as required

in Section 11 of this Agreement, or failure to display Contractor's name and phone number, individual number in the size specified on Containers, or failure to display individual vehicle numbers in the size specified as required in Section 6 of this Agreement;

8. Failure to respond to Customer calls or complaints in a timely manner, as required in Section 13 of this Agreement.

B. The administrative charge shall be \$1,000 for each of the following events:

1. Failure to provide timely public notices pursuant to Section 14 of this Agreement;
2. Failure to adjust a Customer's bill in the manner required by Section 19 of this Agreement.

The administrative charge for subparagraph A., above, is intended to apply only one time to each failure to give notice, even if the failure to give notice involved more than one Customer.

County Administrator shall notify Contractor in writing of any administrative charge that will be assessed against Contractor and the basis for each assessment. If Contractor wishes to contest any administrative charge, Contractor shall have fifteen (15) calendar days after the receipt of County's notice in which to meet with County Administrator and discuss the proposed administrative charge. If Contractor and County Administrator are unable to agree about the proposed administrative charge, Contractor shall submit a written request for a hearing before the Board. Contractor's request shall be delivered to County Administrator within 21 calendar days after Contractor's receipt of County's notice regarding the proposed administrative charge.

If a hearing is requested, County Administrator shall provide Contractor with at least 14 days advance notice of the time, date, and place of the hearing before the Board. At the hearing, the Board shall fully and fairly consider Contractor's objections and defense to the proposed administrative charge. After hearing the information presented by Contractor and County Administrator, the Board shall decide whether, and the extent to which, an administrative charge should be collected from Contractor. The Board's action shall be based on the decision of a majority of those that are in attendance and able to vote, without a conflict of interest.

Unless the proposed administrative charge is dismissed by County Administrator or the Board, Contractor shall pay the administrative charge within thirty (30) days after receipt of the notice from County Administrator or, if the case is heard by the Board, within thirty (30) days after the Board's decision.

35. DEFAULT BY CONTRACTOR

The Board may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the occurrence of any one of the following events:

- A. Contractor admits in writing that it is bankrupt, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement for its reorganization or the re-adjustment of its indebtedness under the Federal bankruptcy laws or under any other law, or consents to the appointment of a receiver, trustee or liquidator for all or substantially all of its property; or

- B. Contractor is adjudged bankrupt, or an order is issued approving a petition filed by any one of the creditors or stockholders of Contractor for the reorganization or readjustment of its indebtedness; or
- C. By or pursuant to any legislative act or order of any court, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Contractor; or
- D. Contractor defaults, by failing or refusing to perform or comply with the material terms, conditions or covenants in this Agreement, provided the default is not cured within thirty (30) days of receipt of written notice from County Administrator to do so.

If Contractor fails to deliver all of its Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, and fails to pay the amounts owing to County in the manner required in Section 25 of this Agreement, County may terminate this Agreement and collect damages from Contractor. For the purposes of this paragraph, County's damages shall include but not be limited to the revenues (e.g., tipping fees and franchise fees) that County would have received from Contractor during the remainder of the Term of this Agreement if Contractor had not defaulted. At a minimum, County's lost revenues for each year remaining under this Agreement shall be deemed to be at least as great as the revenues collected during the year prior to the termination of this Agreement.

If Contractor has frequently, regularly or repetitively defaulted in the performance of any of the material conditions or requirements contained in this Agreement, the Board may in its sole discretion deem Contractor to be a habitual violator, regardless of whether Contractor has corrected each individual condition of default. Under such circumstances, Contractor shall forfeit its right to any grace period to correct or cure future defaults. All of Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. County shall issue a written notice to Contractor that Contractor has been deemed a habitual violator and any single default by Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, County may terminate this Agreement by giving a written notice to Contractor.

In the event of any termination pursuant to the provisions in this section, the termination shall be effective upon the date specified in County's written notice to Contractor. Upon said date, this Agreement shall be deemed immediately terminated and all liability of County under this Agreement to Contractor shall cease. This section creates a supplemental and additional means of terminating this Agreement and shall not be deemed to be in lieu of any other remedy available at law or in equity.

If Contractor fails to comply with the requirements of this Agreement concerning the payment of any franchise fee, tipping fee, administrative charge, or other sum that is due and owing to County, Contractor shall be in default of this Agreement and County may pursue any and all of its remedies against Contractor. In any such case, County shall be entitled to recover: (a) the full amount that is due and owing; (b) interest, which shall accrue at the legal rate established pursuant to Section 55.03, Florida Statutes, beginning from the earliest date allowed by law; (c) all court costs; and (d) all collection costs, including but not limited to the cost of any audits, reports, or investigations, whether conducted by County staff or another Person.

36. DEFAULT BY COUNTY

- A. County shall be in default if County: (a) grants an exclusive franchise for the Collection of Commercial Solid Waste within the Service Area during the Term of this Agreement; or (b) terminates this Agreement without cause. If County defaults in this fashion and fails to cure the default within 30 days after receiving written notice of the default from Contractor, Contractor may terminate this Agreement and recover its damages. For the purposes of this paragraph, Contractor's damages shall include, but not be limited to, the profits that Contractor would have earned during the remainder of the Term of this Agreement if County had not defaulted.

- B. County will be in default, and Contractor may terminate this Agreement after providing notice and 30 days to cure, if County: (a) closes the portion of the Perdido Landfill that is used for the disposal of Garbage (i.e., the area designated by the Florida Department of Environmental Protection as a Class I landfill); (b) allows any Person (other than County) to own or operate the portion of the Perdido Landfill used for the disposal of Garbage; or (c) requires Contractor to use a new Designated Facility (i.e., other than the Perdido Landfill), without obtaining the prior written approval of Contractor. In these circumstances, if Contractor does not terminate this Agreement, Contractor may continue to collect Commercial Solid Waste in the Service Area, subject to the terms and conditions set forth in this Agreement, but Contractor shall not be obligated to deliver the Commercial Solid Waste that it collects to the Designated Facility. If Contractor does not deliver its Solid Waste to the Designated Facility, Contractor shall not be obligated to pay a tipping fee to County for such waste. With regard to the acts of default described in this paragraph, County shall not be liable to Contractor for damages or any other relief, except as provided in this paragraph.

- C. If County charges any Person a tipping fee at the Designated Facility, or a franchise fee for the Collection of Commercial Solid Waste in the Service Area, that is lower than the comparable fee that County charges Contractor under this Agreement, this Agreement shall be amended automatically (without the need for further action by the Board) to authorize Contractor to pay the lower tipping fee or franchise fee. Thereafter, the tipping fees and franchise fees paid by Contractor may be increased only if the increased fees paid by Contractor are no greater than the fees paid by any other Person.

37. REMEDIES

Except with regard to the remedies provided in Section 36.B. of this Agreement, all of the remedies provided in this Agreement shall be deemed cumulative and supplemental to all other remedies available under this Agreement, at law, or in equity. The selection of any remedy under this Agreement shall not be construed or interpreted to be a waiver of any other right or remedy available under this Agreement or at law or in equity.

If it becomes necessary for County or Contractor to file a lawsuit against the other for the purposes of enforcing or interpreting any provision of this Agreement, the prevailing party in such lawsuit shall be entitled to recover their court costs and reasonable attorneys fees.

38. SURVIVABILITY

Any term, condition, covenant or obligation in this Agreement which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

39. WAIVER OF PERFORMANCE

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of County or Contractor thereafter to enforce same. Nor shall waiver by County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any subsequent breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement. Any waiver by County must be approved in advance and signed by County Administrator.

40. TITLE TO WASTE

Except as provided in this Section 40, County shall own and hold title to all Commercial Solid Waste and Recyclable Material collected by Contractor in the Service Area pursuant to this Agreement. Contractor shall have no right to take, keep, process, alter, remove or dispose of any such material without the prior written authorization of the Contract Administrator.

The provisions of the preceding paragraph shall not apply to any Commercial Solid Waste: (a) for which Contractor has made complete and timely payments to County in compliance with the requirements of Section 25 of this Agreement; or (b) collected by Contractor after a default by County under Section 36.B.

The Contractor may take, keep, process, alter, and sell Recyclable Material that is collected by Contractor in the Service Area in accordance with the provisions of this Agreement, but only if the Recyclable Material is recycled, and the amount of such Recyclable Material is reported to Contractor Administrator on an annual basis. The preceding sentence does not apply to any material destined for any use that constitutes disposal. Any materials that are not recycled, including any materials that remain after Recyclable Materials are removed from a mixed load of Commercial Solid Waste, are Commercial Solid Waste and shall be delivered to the Designated Facility.

41. ASSIGNMENT OR TRANSFER

No assignment, transfer, sale, or acquisition (collectively referred to in this section as an "assignment") of this Agreement or any right, responsibility or liability occurring under this Agreement shall be made by Contractor without the prior, express written consent of County. Any assignment of this Agreement by Contractor without the express prior written consent of County shall be null and void. Contractor shall retain all liabilities and responsibilities under this Agreement unless an assignment is approved by County Administrator.

County Administrator shall approve an assignment of this Agreement if the assignee: (a) demonstrates that it has the experience, personnel, equipment and financial resources to

comply with the requirements of this Agreement and any applicable local, state or federal law; and (b) submits a written stipulation to County confirming that the assignee will comply with the requirements of this Agreement and any applicable local, state and federal law.

The provisions of this Section 41 shall not apply, and County's approval shall not be required, if a Person acquires a majority of the stock in Contractor, provided that Contractor continues to comply with all of the provisions of this Agreement and any other applicable local, state or federal law.

No assignment of this Agreement shall be made by County without the prior, express written consent of Contractor.

42. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action to interpret or enforce the Agreement shall be brought and maintained in Escambia County, Florida.

43. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

44. INDEPENDENT CONTRACTOR

When performing any activities required by or related to this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of County. Neither Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. Contractor shall have no authority to bind County to any agreement or contract.

The Contractor shall be responsible and liable for the acts and omissions of its officers, officials, employees, and agents, including but not limited to subcontractors.

45. PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of County or Contractor.

46. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that County waives its common law sovereign immunity under Section 768.28, Florida Statutes, or any other limitation

on County's liability.

47. INTERPRETATION OF AGREEMENT

County and Contractor acknowledge that they both had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

48. THIRD-PARTY BENEFICIARIES

No provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

49. WAIVER OF CLAIMS

By entering into this Agreement, Contractor waives any and all existing claims and causes of action that it may have against County that are based on, related to, or arising out of County's use of a non-exclusive franchise system, or a Designated Facility, or this Agreement, in the manner provided herein. This waiver includes, but is not limited to, any claims or causes of action under state or federal law, or the United States Constitution, including claims that are based on, related to, or arising out of any allegation that this Agreement constitutes or implements an unlawful form of Solid Waste "flow control." Contractor further agrees that it will not assert any such claims against County during the Term of this Agreement. However, Contractor does not waive its right to pursue claims based on a default or material breach of this Agreement by County.

50. EQUAL PROTECTION FOR CONTRACTOR

- A. During the Term of this Agreement, Contractor shall be entitled to collect Commercial Solid Waste in the Service Area, subject to the same terms and conditions as any other Person that enters into a Franchise Agreement with County. During the Term of the Agreement, if County enters into a Franchise Agreement that provides rights or remedies to another Person (i.e., other than Contractor) that are different than the ones provided in this Agreement, or if County amends or modifies a Franchise Agreement to provide different rights or remedies to another Person, or if County otherwise allows another Person to collect Commercial Solid Waste in the Service Area pursuant to a Franchise Agreement with terms and conditions that are different than the ones contained in this Agreement, then County shall amend this Agreement, if requested to do so by Contractor, to make the terms and conditions of this Agreement consistent with the other Person's Franchise Agreement. In any such case, Contractor shall be entitled to enjoy the same benefits as the other Person, provided Contractor accepts and complies with the same obligations and responsibilities as the other Person.
- B. County shall enforce the terms and conditions of this Agreement in a manner that is consistent with County's enforcement of any other Franchise Agreement. If County wrongfully fails or refuses to enforce the terms of a Franchise Agreement

held by another Person (i.e., other than Contractor) for forty-five (45) days after Contractor has delivered written notice to County, then Contractor shall be entitled to operate in the same manner as the other Person, until such time as County enforces its Franchise Agreement against the other Person.

51. MERGER CLAUSE

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

CONTRACTOR
~~COMMISSIONER~~

Escambia County Board of County Commissioners

BY: [Signature]
As the Duly Authorized Representative of Contractor

BY: Charles R. Oliver
Charles R. "Randy" Oliver
County Administrator

Matt Locke, ACEA President
(Print or Type Name)

Date: 12/1/11

Title ACEA President

Witness [Signature]

Date: 11/14/2011

Witness [Signature]

STATE OF Alabama
COUNTY OF Baldwin

On this 14 day of November, 2011, personally appeared before me, Matt Locke whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed instrument.

Witness my hand and official seal.

[Signature]
Notary Public Signature

(Notary Seal)

JOYCE BURNHAM LEISER
Notary Public, State of Alabama
County of Baldwin
My Commission Expires March 25, 2012
26
This document approved as to form and legal sufficiency.
By: [Signature]
Title: DEPT. CITY ATTY
Date: 8-30-11

NON-EXCLUSIVE LONG TERM FRANCHISE AGREEMENT FOR THE COLLECTION OF COMMERCIAL SOLID WASTE

This Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste (Agreement) is made and entered into this 1st day of January, 2012, between Escambia County (County) and Emerald Coast Utilities Authority ("Contractor").

WHEREAS, Contractor wishes to collect and transport certain types of solid waste that are generated in Escambia County; and

WHEREAS, County wishes to ensure that Contractor's activities in Escambia County are performed in accordance with all applicable laws and are consistent with the public interest; and

WHEREAS, on August 4, 1992, the Board of County Commissioners (Board) adopted Ordinance No. 92-28, which establishes County's procedures for issuing franchises for the collection and disposal of solid waste; and

WHEREAS, on September 1, 2011, the Board approved this Agreement with Contractor, in accordance with the provisions of Ordinance No. 92-28, and subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to comply with and be bound by the following provisions of this Agreement.

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1. **DEFINITIONS**

The words used in this Agreement shall have the meanings set forth in the following definitions. If a definition in this Agreement conflicts with a definition contained in any federal, state or local law, the definition contained herein shall prevail when interpreting the terms of this Agreement. However, nothing contained in this Agreement shall be interpreted to require Contractor or County to undertake any conduct that is contrary to federal, state or local law.

- A. **Agreement** shall mean this written contract between Escambia County and Contractor.
- B. **Biomedical Waste** shall mean any Solid Waste or liquid waste which may present a threat of infection to humans. Biomedical Waste includes those wastes which may cause disease or harbor pathogenic organisms, including but not limited to wastes from human and veterinary clinics and hospitals, such as tissue, blood, discarded bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. **Board** shall mean the Board of County Commissioners of Escambia County, Florida.
- D. **Bulky Waste** shall mean any non-vegetative item whose large size or weight precludes or complicates their handling by normal methods. Bulky Waste includes but is not limited to furniture, bicycles, inoperative and discarded refrigerators, ranges, toilets, water softeners, washers, dryers, bath tubs, water heaters, sinks, and other large appliances.
- E. **Collection** shall mean the process whereby Solid Waste is removed from the location where it is generated and then transported to a Designated Facility.
- F. **Commercial Solid Waste** shall mean any Garbage, Bulky Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have six (6) or more

Residential Units; and (vi) other sites that do not generate Residential Solid Waste.

- G. **Commercial Solid Waste Collection Service** shall mean the Collection of Commercial Solid Waste within the Service Area.
- H. **Compactor** shall mean any Container which has a compaction mechanism, whether stationary or mobile.
- I. **Construction and Demolition Debris (C&DD)** shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a project.
- J. **Container** shall mean any roll-on/roll-off box that is used to collect Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically dumped into a loader-packer type truck.
- K. **Contract** shall mean the written agreement between Contractor and a Customer that describes the terms and conditions under which Contractor shall provide Commercial Solid Waste Collection Service.
- L. **Contractor** shall mean Emerald Coast Utilities Authority and its successors and assigns.
- M. **Contract Administrator** shall mean County Administrator or his or her designee.
- N. **County** shall mean Escambia County, a political subdivision of the State of Florida.
- O. **Customer** shall mean a Person that obtains Commercial Solid Waste Collection Service from Contractor.
- P. **Designated Facility** shall mean a facility designated in writing by County for the processing or disposal of the Solid Waste delivered by Contractor in accordance with this Agreement.
- Q. **Effective Date** shall mean the date when this Agreement is signed by a duly authorized County representative.
- R. **Franchise Agreement** shall mean a non-exclusive long term franchise agreement from County for the collection of Commercial Solid Waste in the Service Area. To satisfy this definition, a Franchise Agreement must have a minimum term greater than one year and must require the franchisee to deliver Commercial Solid Waste to the Designated Facility.
- S. **Garbage** shall mean all putrescible waste, including but not limited to kitchen and table food waste, as well as animal, vegetative, and organic waste that is

attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that is Special Waste.

- T. **Garbage Cart** shall mean any commonly available Solid Waste receptacle, made of light gauge steel, plastic, or other non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and having a capacity of at least 64 gallons.
- U. **Hazardous Waste** shall mean any Solid Waste that is regulated by the Florida Department of Environmental Regulation as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, state or federal law.
- V. **Industrial Solid Waste** shall mean any Solid Waste that is generated by manufacturing or industrial processes and is not a Hazardous Waste. Industrial Solid Waste may include, but is not limited to waste materials resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- W. **Person** shall mean any and all persons, natural or artificial, including any individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.
- X. **Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.
- Y. **Recyclable Material** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- Z. **Residential Recyclables** shall mean Recyclable Material: (i) originating from residential property occupied by five (5) or fewer Residential Units per parcel of property; or (ii) contained in or mixed with Residential Solid Waste.
- AA. **Residential Solid Waste** shall mean all Solid Waste originating from residential property occupied by five (5) or fewer Residential Units per parcel of land.
- BB. **Residential Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

- CC. **Service Area** shall mean all of the unincorporated areas of Escambia County, except those areas located on Santa Rosa Island.
- DD. **Solid Waste** shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- EE. **Special Waste** shall mean Solid Waste that requires special handling and management, including but not limited to waste tires, used oil, lead acid batteries, C&D, ash residue, yard trash, Biomedical Waste, Industrial Solid Waste, biological waste, automobiles, boats, internal combustion engines, sludge, dead animals, septic tank waste, liquid waste, and Hazardous Waste.
- FF. **Term** shall mean the period of time when this Agreement is in effect.
- GG. **Trash** shall mean all accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment and utensils. Trash does not include Garbage or Yard Waste.
- HH. **Uncontrollable Forces** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. Uncontrollable Forces include but are not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- II. **Yard Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance, including but not limited to grass clippings, palm fronds, tree branches and other similar matter.

2. NON-EXCLUSIVE FRANCHISE FOR COMMERCIAL SOLID WASTE

Subject to the conditions and limitations contained in this Agreement, County hereby grants a non-exclusive franchise to Contractor for the Collection of Commercial Solid Waste in the Service Area. The Contractor shall be solely responsible for the billing and collection of its fees for any Commercial Solid Waste Collection Service that it provides.

This Agreement does not grant any rights that are not expressly identified and conveyed by the specific terms of this Agreement. Among other things, this Agreement does not authorize Contractor to collect or process Residential Solid Waste or Residential Recyclables in the Service Area. This Agreement does not authorize Contractor to collect or process any type of Solid Waste in the incorporated areas of County. This Agreement does not apply to the collection or processing of C&DD.

3. TERM OF FRANCHISE

This Agreement shall begin on January 1, 2012, or the Effective Date, whichever is later, and shall expire on December 31, 2014, unless the Agreement is terminated earlier in accordance with the provisions of this Agreement. With the consent of the Board of Commissioners, this Agreement may be renewed for an additional Term of two (2) years.

Before the end of the Term (i.e., on or before December 31, 2014), the Board shall hold a duly noticed public meeting to determine whether County should consent to an additional two year term. This Agreement shall terminate automatically unless the Board votes to approve an additional two year term, at a duly noticed public meeting held prior to the end of the initial Term.

4. MINIMUM REQUIREMENTS FOR COLLECTION SERVICE

This Agreement establishes the minimum requirements for any Commercial Solid Waste Collection Service provided by Contractor in the Service Area. Any such service shall be consistent and in compliance with the requirements in this Agreement and with all applicable local, state and federal laws.

5. FREQUENCY OF SERVICE AND SIZE OF CONTAINERS

Commercial Solid Waste Collection Services shall be provided by Contractor in a manner which ensures that a public nuisance shall not be created and the public health, safety and welfare are protected.

Subject to the other provisions of this Agreement, the size of the Container and the frequency of Collection provided by Contractor shall be determined by the Customer and Contractor. The Contractor shall assist County in ensuring that the size of the Container and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Container.

Commercial Solid Waste Collection Service shall be provided on a regular basis. At a minimum, service shall be provided at least once per week to: all Customers that operate a restaurant, grocery store, or convenience store; all Customers that sell food or generate food wastes; and all Customers that generate Garbage.

The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts.

Notwithstanding anything else contained in this Agreement, the Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator reasonably determines that such action is necessary to satisfy the requirements of this Agreement or protect the public health, safety or welfare.

6. OWNERSHIP AND MAINTENANCE OF CONTAINERS

The Contractor shall provide Containers or a Garbage Cart to a Customer. At its option, however, the Customer may use its own Compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by Contractor must be in good condition and properly maintained. Each Container provided by Contractor shall be labeled with Contractor's name and telephone number in letters and numbers that are plainly visible and at least one (1) inch in size.

The Contractor shall display individual container numbers for all open top and closed containers utilized for the transportation of commercial solid waste. Numbers should be displayed on both sides of the container, in colors which contrast with that of the container, such numbers to be clearly legible and not less than six inches high.

The Contractor shall display individual vehicle numbers for all motor vehicles operating under this Agreement for the transportation of commercial solid waste. Numbers should be displayed on both sides of vehicle, in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than six inches high.

Any Container or Garbage Cart damaged by Contractor shall be repaired or replaced by Contractor within five (5) business days, at no cost to the Customer. The replacement must be similar to the original in style, material, quality, capacity and must display the lettering and numbers described above.

7. CONTRACTS WITH CUSTOMERS

The Contractor shall not provide Commercial Solid Waste Collection Service to a Person in the Service Area unless Contractor has executed a written Contract for such service. Each Contract shall identify the terms and conditions governing the service to be provided by Contractor. At a minimum, the Contract shall identify: the frequency of Collection; the size and number of Containers, Compactors and Garbage Carts (if any) that will be provided by Contractor; the fees that will be charged by Contractor for its services; and the manner by which fees will be collected. All new Contracts and Contract renewals executed after the Effective Date shall expressly and separately identify the amount of any franchise fee, tipping fee, or other County fee that will be collected from the Customer. The terms and conditions of each Contract shall be consistent and in compliance with the provisions of this Agreement. The term of the Contract shall not extend beyond the Term of this Agreement, unless the Contract expressly identifies the date on which this Agreement will terminate and states that Contractor's right to provide Commercial Solid Waste Collection Service in the Service Area in the future is contingent upon County's renewal of this Agreement.

Notwithstanding anything else contained herein, Contractor does not need to execute new or amended Contracts if the Board changes the amount of County's franchise fee, tipping fee, or other fee.

8. HOURS OF COLLECTION

Subject to the provisions of this Agreement, Commercial Solid Waste Collection Service may be provided at any time. However, collection sites located within 150 yards of a residence shall be

collected only between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday. The hours of collection at such sites may be extended due to extraordinary circumstances, provided Contractor receives the prior written consent of the Contract Administrator.

9. MANNER OF COLLECTION

All Containers and Garbage Carts shall be kept in a safe, accessible location agreed upon by Contractor and the Customer. The Contractor shall collect the Solid Waste in the Container or Garbage Cart with as little disturbance as possible and shall leave the Container or Garbage Cart at the same place where it was originally located.

10. CONTRACTOR'S PERSONNEL

The Contractor shall assign a qualified person to supervise and be responsible for Contractor's operations within the Service Area.

At least seven (7) days before commencing work under this Agreement, Contractor shall provide the Contract Administrator with a written list containing the name of Contractor's supervisor, the names of other key personnel, the telephone numbers for the supervisor and other key personnel, and the telephone numbers that are to be used to reach Contractor in the event of an emergency. Contractor shall promptly revise and resubmit this list to the Contract Administrator whenever any of the information in the list is outdated. A current list also shall be submitted to the Contract Administrator on or before January 30th of each year during the Term of this Agreement.

When collecting or transporting Solid Waste in the Service Area, Contractor's employees shall wear a uniform or shirt bearing Contractor's name.

When collecting or transporting Solid Waste in the Service Area, Contractor's drivers shall at all times carry a valid Commercial Drivers License for the type of vehicle that is being driven.

All of Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them. Contractor shall provide routine training in operating and safety procedures for all of Contractor's employees that are directly involved with the Collection or processing of Solid Waste in the Service Area.

Contractor's employees shall treat the public, County's staff, and all Customers in a polite and courteous manner.

11. COLLECTION EQUIPMENT

All motor vehicles, Containers, and other Solid Waste collection equipment used by Contractor shall meet industry standards and shall be maintained in a good, clean, and safe operating condition at all times.

At all times Contractor shall have equipment available to ensure that Contractor can adequately and efficiently perform the duties specified in this Agreement. Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment being replaced.

The Contractor's name shall be prominently displayed on all of the Solid Waste collection vehicles and containers owned by Contractor in the Service Area.

12. CONTRACTOR'S LOCAL OFFICE

Contractor shall maintain an office in Escambia County with at least two local telephone numbers or, in the alternative, Contractor shall maintain at least two toll free telephone numbers that can be called from Escambia County. In either case, Contractor's telephone lines shall be manned at least during normal business hours, 8:00 a.m. to 5:00 p.m. (Central Standard Time), Monday through Friday, except holidays. The Contractor shall use an answering service, answering machine or email to receive customer requests, questions, and complaints during all times when the telephones are not manned by Contractor's employees. Should Contractor use email to receive customer requests, questions and complaints, Contractor shall utilize software which notifies customers of the receipt of any email.

13. COMPLAINTS

The Contractor shall respond to all requests, questions, and complaints from Customers or County within twenty-four (24) hours or the next working day, whichever is later.

The Contractor shall provide, at the Contract Administrator's request, a full written description of any complaint, and the disposition of any complaint, involving a claim of personal injury or damages to any private or public property as a result of Contractor's actions in the incorporated or unincorporated areas of Escambia County.

14. NOTICES TO CUSTOMERS

On or before January 15th of each year during the Term of this Agreement, or within 15 days of execution of this agreement by Contract Administrator, Contractor shall provide each Customer with a notice that contains the following language:

REGULATION BY ESCAMBIA COUNTY

Escambia County regulates those companies (Contractors) that collect and dispose of commercial solid waste in the unincorporated County. The terms and conditions of your commercial solid waste collection contract with a Contractor are subject to County's regulations. If you have any questions regarding the terms and conditions of your contract, you may call County's Contract Administrator Patrick T. Johnson, at (850) 937.2160 or submit an email to him at ptjohnson@myescambia.com

RATES FOR SERVICES

At least once each month, we, the Contractor, must provide you with a written billing statement that identifies all of the rates and fees that you must pay for the solid waste services you receive. The bill must identify any fees that Contractor is charging for special services. The bill also must identify any charges that are based on County's solid waste tipping fee or franchise fee.

If County reduced the franchise fee paid by Contractor, and the reduction occurred after Contractor distributed its last notice to its Customers pursuant to this section of this Agreement, then Contractor shall include the following language in the next notice that Contractor provides to its Customers:

REDUCTIONS IN SOLID WASTE FEES

Escambia County reduced the amount of County's solid waste franchise fee from \$ ____ [insert old rate] per cubic yard per collection to \$ _____ [insert new rate], effective _____ [insert date]. We, the Contractor must reduce your bill by an equal amount. Please call County's Contract Administrator if you have any questions about the amount of the fees that you must pay to us, the Contractor.

On or before January 30th of each year during the Term of this Agreement, or within 30 days of execution of the agreement by Contract Administrator, Contractor shall provide the Contract Administrator with: (a) a copy of the notice that was provided to Contractor's Customers; and (b) a written confirmation that timely notice was provided to all of Contractor's Customers, in the manner required by this Agreement.

15. YARD WASTE

Yard Waste shall be collected separately from Commercial Solid Waste. All grass clippings, leaves, pine needles and other loose vegetative materials shall be bagged or containerized. Yard Waste must not be greater than six (6) feet in length, with the exception of palm fronds and Christmas trees, and must not weigh more than 50 pounds per piece.

16. SPILLAGE

Contractor shall not litter or spill Solid Waste in the Service Area. The Contractor shall enclose or cover all Solid Waste that Contractor hauls within the Service Area to ensure that leaking, spilling and blowing of Solid Waste from Contractor's vehicles is prevented. If Contractor's activities cause spillage, leakage, or litter, Contractor shall immediately pick up and process or dispose of the Solid Waste.

17. USE OF DESIGNATED SOLID WASTE MANAGEMENT FACILITIES

If Contractor collects or receives any Commercial Solid Waste that has been generated or produced in the unincorporated areas of Escambia County, including Santa Rosa Island, then Contractor shall deliver that Commercial Solid Waste to the Designated Facility except as otherwise provided in Section 27 of this Agreement. For the purposes of this Agreement, the Designated Facility is County's Perdido Landfill or Palafox Transfer Station.

18. FRANCHISE FEES

Contractor shall pay a franchise fee to County, subject to the provisions of this Agreement. The franchise fee shall be (a) \$0.83 per cubic yard of capacity in a Container or Garbage Cart and (b) \$1.65 per cubic yard of capacity in a Compactor.

Contractor shall not be required to pay a franchise fee (i.e., a per cubic yard rate) that is higher than the rate charged by County to any other Person providing Commercial Solid Waste

Collection Service in the Service Area.

The franchise fee shall be paid for each Container, Garbage Cart and Compactor that is used to collect Commercial Solid Waste in the Service Area. The total amount to be paid by Contractor shall be based on the total number of times that Commercial Solid Waste is collected from each Compactor, Garbage Cart and Container during the relevant billing period. For each Container, Garbage Cart and Compactor, Contractor shall use the following formula to calculate the total amount that must be paid to County:

$$CC \times FF \times NC = \text{Amount Due to County}$$

In this formula, "CC" is the capacity of the Container, Garbage Cart or Compactor, "FF" is the franchise fee applicable to a cubic yard of Solid Waste collected in the Container, Garbage Cart or Compactor, and "NC" is the number of times that Contractor collected Commercial Solid Waste from the Container, Garbage Cart or Compactor during the relevant billing period.

Subject to the provisions of Section 20 of this Agreement, Contractor shall not be obligated to pay County a franchise fee for the Collection of Commercial Solid Waste from a Customer if Contractor does not receive payment from the Customer for that service.

19. CHANGES IN THE AMOUNT OF FRANCHISE FEES

County may decrease the amount of the franchise fee as often as County chooses, but County shall not increase the franchise fee more than twice per year.

If County decreases the amount of the franchise fee, Contractor shall reduce its charges to its Customers by an equal or greater amount. The reduction in the franchise fee shall be shown in all billing statements that Contractor issues to its Customers after the effective date of the change in the franchise fee, or ninety (90) days after the Board votes to reduce the franchise fee, whichever is later.

If County increases the amount of the franchise fee, Contractor may increase its charges to its Customers by an equal or lesser amount. The increase in the franchise fee shall not be charged to Contractor's Customers, and Contractor shall not be required to pay County for the increase in the franchise fee, until the increase in the franchise fee becomes effective or until ninety (90) days after the Board votes to increase the franchise fee, whichever is later.

20. PAYMENT OF FRANCHISE FEES AND STATEMENT OF COMPLIANCE

The Contractor shall pay the franchise fees to County on a monthly basis. Each monthly payment shall be based on the Commercial Solid Waste Collection Service provided by Contractor during the preceding month. The monthly payments shall be delivered to the Contract Administrator no later than 20 days after the end of the month when Contractor's service was provided. If Contractor or Contract Administrator subsequently discovers an error in any payment submitted to the Contract Administrator, Contractor shall submit a revised report and shall pay the additional franchise fee, if any, within thirty (30) days after the error is discovered.

The following documentation shall accompany all payments in order to correctly calculate the amount of the franchise fee that is due and owing to County:

- The number of Containers, Garbage Carts and Compactors used by Contractor's Customers
- The capacity of each Container, Garbage Cart and Compactor
- The number of times the Solid Waste in each Container, Garbage Cart and Compactor was collected
- The dates and amounts of any deliveries of Commercial Solid Waste to another Person pursuant to Section 27.C of this Agreement.
- A signed Statement of Compliance from Contractor, acknowledging the following:

I, the undersigned, confirm that Emerald Coast Utilities Authority
 (Company Name)
 is operating in compliance with the requirements of this Agreement. The information supplied herein for the reporting of Franchise tonnage and fees is accurate, true and complete, and the funds submitted are to pay the sum due under this Agreement for the preceding calendar month.

 Reporting Month and Year:

Emerald Coast Utilities Authority
 Company Name:

 Authorized Signature:

 Telephone No.:

 Printed Name:

 Title:

 Date:

21. AUDITED FINANCIAL REPORT AND RIGHT OF INSPECTION AND AUDIT

The Contract Administrator may require Contractor to provide an audited financial report to demonstrate that Contractor has fully paid: (a) the franchise fee for the preceding year; and (b) the amount, if any, owing pursuant to Section 27 of this Agreement for the preceding year. The financial report also shall state whether, and the extent to which, Contractor has received payment during the preceding year from Customers that previously were used to justify a credit for Contractor pursuant to Section 20.

In the event an audited financial report is required, the audited financial report shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles. The financial report shall be delivered to the Contract Administrator within 120 days of demand by Contract Administrator unless the Contract Administrator gives prior written approval for a different deadline.

The Contract Administrator and County's auditors shall have the right to inspect Contractor's books and records related to Contractor's performance under this Agreement. The inspections shall be allowed at any time during normal business hours, but County shall provide at least two (2) days advance written notice before County commences an inspection of Contractor's books and records. Among other things, County's auditors shall be allowed to review Contractor's

Contracts with its Customers, and shall be allowed to communicate directly with Contractor's Customers, for the purpose of determining whether Contractor is in compliance with this Agreement. However, County's auditors shall not reveal any trade secrets or proprietary information obtained during their review of Contractor's books and records.

22. TIPPING FEES

Subject to the provisions of this Agreement, Contractor shall pay a tipping fee to County for each ton of Solid Waste that is delivered by Contractor to the Designated Facility.

The tipping fee at the Perdido Landfill is \$40.65 per ton of solid waste. The tipping fee at the Palafox Transfer Station is \$48.65 per ton of solid waste. Tipping fees shall be established by the Board by resolution and are incorporated by reference herein. Tipping fees may increase or decrease pursuant to resolution adopted by the Board.

During the Term of this Agreement, the tipping fee paid by Contractor for the disposal of Commercial Solid Waste at the Designated Facility shall not be greater than the tipping fee paid by any other Person delivering the same type of Solid Waste to the Designated Facility.

23. CHANGES IN THE AMOUNT OF TIPPING FEE

County may reduce the amount of the tipping fee at the Designated Facility at any time, but County shall not increase the amount of the tipping fee more than twice per year.

If County increases the amount of the tipping fee, Contractor shall not be required to pay the increased tipping fee until the increase in the tipping fee becomes effective, or until ninety (90) days after the Board votes to increase the tipping fee, whichever is later.

24. CALCULATION OF TONNAGE

For the purposes of this Agreement, County and Contractor agree to use the following assumptions when calculating tonnages: (a) one cubic yard of uncompacted Commercial Solid Waste weighs 80 pounds; and (b) one cubic yard of compacted Commercial Solid Waste weighs 480 pounds.

25. FAILURE TO DELIVER COMMERCIAL SOLID WASTE TO DESIGNATED FACILITY

In any year during the Term of this Agreement, if Contractor collects or receives Commercial Solid Waste that has been generated or produced in the Service Area, but Contractor fails to deliver all of that Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, then Contractor shall: (a) pay County for the shortfall in tonnage; or (b) deliver an equivalent amount of Commercial Solid Waste to the Designated Facility; or (c) demonstrate that the shortfall in tonnage is the responsibility of another Person, as described in Section 27.C., below.

- A. The following formula shall be used to calculate the amount that must be paid to County:

$$(TT - AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD)

is the amount of Commercial Solid Waste that Contractor delivered to the Designated Facility during the year, (TF) is the average tipping fee that County charged during the year for the disposal of Commercial Solid Waste at the Designated Facility, and (AO) is the amount owing from Contractor to County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for Commercial Solid Waste that was in effect at the Designated Facility on the first day of each month during the preceding calendar year; (b) adding these 12 monthly values; and (c) dividing by 12.

- B. If Contractor elects to deliver an equivalent amount of Commercial Solid Waste, the Commercial Solid Waste shall be collected from the incorporated or unincorporated areas of County. Contractor shall not deliver Solid Waste that has been generated outside of Escambia County to fulfill Contractor's obligations under this Agreement, unless Contractor receives the prior, express written approval of County Administrator.
- C. The Contractor shall not be required to pay for any shortfall in tonnage that results solely because Contractor delivered the Commercial Solid Waste collected within the Service Area to another Person, provided that: (i) such Person has a valid franchise agreement or other valid contract with County at the time when the Commercial Solid Waste is delivered by Contractor and the franchise agreement or contract requires the Person to deliver Contractor's Commercial Solid Waste to the Perdido Landfill; or (ii) County gives its advance written approval to Contractor for the delivery of the Commercial Solid Waste to such Person. If Contractor delivers Commercial Solid Waste to another Person pursuant to subparagraphs (i) or (ii), above, Contractor shall (upon request) provide County with verifiable records identifying the dates and amounts whenever Commercial Solid Waste collected within the Service Area was delivered from Contractor to the other Person.
- D. County may unilaterally revoke the provisions of Section 27.C. of this Agreement if for any reason County is unable to compel the other Person to either deliver an equivalent amount of Commercial Solid Waste to the Designated Facility or pay County in compliance with the requirements of Section 27. Any revocation of Section 27.C. shall not become effective until appropriate notice of the revocation is delivered in writing to Contractor.

26. PERMITS AND LICENSES

At its expense, Contractor shall obtain all permits, licenses and approvals required by law for Contractor's activities under this Agreement. The Contractor shall maintain these permits, licenses and approvals in full force and effect at all times during the Term of this Agreement.

27. INSURANCE

The Contractor shall purchase at its cost and maintain at all times the insurance coverage described in paragraphs A, B and C, below. The Board and County shall by endorsement be additional named insureds under these policies. All liability insurance shall be on the "occurrence form." The insurance coverages and limits required under this Agreement must be evidenced by properly executed certificates of insurance submitted to County at least seven (7) days before Contractor commences work under this Agreement. Current certificates of

insurance evidencing the required coverage must be on file with County at all times.

Updated certificates of insurance must be provided to County on or before the expiration date of each year during the Term of this Agreement. All insurance carriers shall be "A" rated and shall have a financial rating size of "IX" or better, according to the A. M. Best Key Rating Guide. The certificates of insurance must expressly state that County is entitled to receive at least forty-five (45) days advance notice before any cancellation or reduction in insurance coverage takes effect. Umbrella and/or excess liability coverage may be purchased to make up the difference between the primary limit and the required limit. Contractor also may use self-insurance to satisfy part or all of the requirements of this section, if Contractor maintains a qualified self-insurance plan that satisfies the requirements of applicable law.

County's receipt of certificates or other documentation of insurance from Contractor which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements of this Agreement. The Contractor agrees that its obligation to indemnify County pursuant to this Agreement shall not be limited by the type or amount of insurance provided by Contractor pursuant to this Agreement.

- A. Workers' compensation and employer's liability insurance shall be maintained by Contractor in compliance with the laws of the State of Florida at all times during the Term of this Agreement. The employer's liability insurance shall provide coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each person-accident, and Five Hundred Thousand Dollars (\$500,000) for each person-disease, and Five Hundred Thousand Dollars (\$500,000) aggregate.
- B. At all times during the Term of this Agreement, Contractor shall maintain a commercial general liability insurance policy with minimum combined single limits of coverage in the amount of Five Million Dollars (\$5,000,000), including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability, independent contractors, premises/operations, products and completed operations, and fire liability. The coverage for contractual liability must specify that it applies to the indemnification and hold harmless provisions of this Agreement.
- C. Automobile liability insurance shall be maintained by Contractor at all times during the Term of this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage, personal injury and death, for all hired, owned, and non-owned vehicles used by Contractor in the incorporated or unincorporated areas of Escambia County.

The insurance requirements under this Agreement may be revised by County, provided that County applies the revised requirements to any other Person that has a non-exclusive franchise from County for the Collection of Commercial Solid Waste. Contractor shall be given at least sixty (60) days to comply with any revised insurance requirements.

28. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold County harmless from any and all liabilities, losses, penalties, costs or damages County may suffer as a result of any claims, suits, demands, or judgments against County arising out of or in any way related to the acts or

omissions of Contractor under this Agreement. Contractor shall not be required to indemnify or hold County harmless for any act or omission caused solely by the negligent or willful misconduct of County.

29. CONTRACTOR'S RECORDS

The Contractor shall keep and maintain its records concerning the Commercial Solid Waste Collection Service that Contractor provided during the term of this Agreement. The records shall include all of Contractor's Contracts with its Customers.

The records shall be kept in Contractor's office in Escambia County or, if Contractor does not have an office in Escambia County, Contractor shall deliver the records to the Contract Administrator within 10 business days after receiving a written request from the Contract Administrator for such records. The records shall be kept intact and available for inspection during the term of this Agreement and for two years after the termination of this Agreement.

30. POINT OF CONTACT

All discussions, notices, and payments between Contractor and County concerning this Agreement shall be directed by Contractor to the Contract Administrator, as designated in Section 31, except as otherwise provided herein.

31. NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To County:

**Escambia County Solid Waste Management
Attention: Contract Administrator
13009 Beulah Road
Cantonment, FL 32533-8831**

**Copy to: County Attorney
221 Palafox Place
Pensacola, FL 32502**

**As to Contractor:
ECUA Sanitation
3050 Godwin Lane
Pensacola FL 32526**

(address)

Notices shall be effective when received at the addresses specified above. Changes in these addresses may be made from time to time by written notice.

32. ANNUAL CERTIFICATION OF COMPLIANCE

The Contractor shall prepare, maintain and keep current all of the documents and reports required by this Agreement. On or before January 30th of each year during the Term of this Agreement, Contractor shall certify to County that: (a) all required documents are current and on file, including but not limited to certificates of insurance, drivers licenses, and lists of key personnel and equipment; (b) all franchise fees, tipping fees, and payments pursuant to Sections 18, 22 and 25 of this Agreement have been calculated correctly and paid in full for the prior year; and (c) all notices have been provided in compliance with the requirements in Section 14 of this Agreement.

33. UNCONTROLLABLE CIRCUMSTANCES

Neither County nor Contractor shall be in default of this Agreement if delays in or failure of performance are due to Uncontrollable Forces, the effect of which the non-performing party could not avoid by the exercise of reasonable diligence. Neither party shall, however, be excused from performance if nonperformance is due to forces or events that are preventable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

34. ADMINISTRATIVE CHARGES

Subject to the provisions of this Agreement, County Administrator may collect administrative charges from Contractor.

- A. The administrative charge shall be \$500 per incident for each of the following events:
1. Failure to maintain minimum office hours, as required in Section 12 of this Agreement;
 2. Failure to provide properly licensed and qualified equipment operators, as required in Section 10 of this Agreement;
 3. Failure to provide documents and reports to County in the manner required in Sections 21 and 32 of this Agreement;
 4. Failure to replace a damaged Container or Garbage Cart within five business days after receiving a written request to do so, as required by Section 6 of this Agreement;
 5. Failure to pick up or clean up Contractor's spillage of Solid Waste immediately, as required in Section 16 of this Agreement;
 6. Failure to cover Solid Waste that is being transported in a collection vehicle, as required in Section 16 of this Agreement;
 7. Failure to display Contractor's name on Contractor's vehicles, as required

in Section 11 of this Agreement, or failure to display Contractor's name and phone number, individual number in the size specified on Containers, or failure to display individual vehicle numbers in the size specified as required in Section 6 of this Agreement;

8. Failure to respond to Customer calls or complaints in a timely manner, as required in Section 13 of this Agreement.

B. The administrative charge shall be \$1,000 for each of the following events:

1. Failure to provide timely public notices pursuant to Section 14 of this Agreement;
2. Failure to adjust a Customer's bill in the manner required by Section 19 of this Agreement.

The administrative charge for subparagraph A., above, is intended to apply only one time to each failure to give notice, even if the failure to give notice involved more than one Customer.

County Administrator shall notify Contractor in writing of any administrative charge that will be assessed against Contractor and the basis for each assessment. If Contractor wishes to contest any administrative charge, Contractor shall have fifteen (15) calendar days after the receipt of County's notice in which to meet with County Administrator and discuss the proposed administrative charge. If Contractor and County Administrator are unable to agree about the proposed administrative charge, Contractor shall submit a written request for a hearing before the Board. Contractor's request shall be delivered to County Administrator within 21 calendar days after Contractor's receipt of County's notice regarding the proposed administrative charge.

If a hearing is requested, County Administrator shall provide Contractor with at least 14 days advance notice of the time, date, and place of the hearing before the Board. At the hearing, the Board shall fully and fairly consider Contractor's objections and defense to the proposed administrative charge. After hearing the information presented by Contractor and County Administrator, the Board shall decide whether, and the extent to which, an administrative charge should be collected from Contractor. The Board's action shall be based on the decision of a majority of those that are in attendance and able to vote, without a conflict of interest.

Unless the proposed administrative charge is dismissed by County Administrator or the Board, Contractor shall pay the administrative charge within thirty (30) days after receipt of the notice from County Administrator or, if the case is heard by the Board, within thirty (30) days after the Board's decision.

35. DEFAULT BY CONTRACTOR

The Board may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the occurrence of any one of the following events:

- A. Contractor admits in writing that it is bankrupt, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement for its reorganization or the re-adjustment of its indebtedness under the Federal bankruptcy laws or under any other law, or consents to the appointment of a receiver, trustee or liquidator for all or substantially all of its property; or

- B. Contractor is adjudged bankrupt, or an order is issued approving a petition filed by any one of the creditors or stockholders of Contractor for the reorganization or readjustment of its indebtedness; or
- C. By or pursuant to any legislative act or order of any court, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Contractor; or
- D. Contractor defaults, by failing or refusing to perform or comply with the material terms, conditions or covenants in this Agreement, provided the default is not cured within thirty (30) days of receipt of written notice from County Administrator to do so.

If Contractor fails to deliver all of its Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, and fails to pay the amounts owing to County in the manner required in Section 25 of this Agreement, County may terminate this Agreement and collect damages from Contractor. For the purposes of this paragraph, County's damages shall include but not be limited to the revenues (e.g., tipping fees and franchise fees) that County would have received from Contractor during the remainder of the Term of this Agreement if Contractor had not defaulted. At a minimum, County's lost revenues for each year remaining under this Agreement shall be deemed to be at least as great as the revenues collected during the year prior to the termination of this Agreement.

If Contractor has frequently, regularly or repetitively defaulted in the performance of any of the material conditions or requirements contained in this Agreement, the Board may in its sole discretion deem Contractor to be a habitual violator, regardless of whether Contractor has corrected each individual condition of default. Under such circumstances, Contractor shall forfeit its right to any grace period to correct or cure future defaults. All of Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. County shall issue a written notice to Contractor that Contractor has been deemed a habitual violator and any single default by Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, County may terminate this Agreement by giving a written notice to Contractor.

In the event of any termination pursuant to the provisions in this section, the termination shall be effective upon the date specified in County's written notice to Contractor. Upon said date, this Agreement shall be deemed immediately terminated and all liability of County under this Agreement to Contractor shall cease. This section creates a supplemental and additional means of terminating this Agreement and shall not be deemed to be in lieu of any other remedy available at law or in equity.

If Contractor fails to comply with the requirements of this Agreement concerning the payment of any franchise fee, tipping fee, administrative charge, or other sum that is due and owing to County, Contractor shall be in default of this Agreement and County may pursue any and all of its remedies against Contractor. In any such case, County shall be entitled to recover: (a) the full amount that is due and owing; (b) interest, which shall accrue at the legal rate established pursuant to Section 55.03, Florida Statutes, beginning from the earliest date allowed by law; (c) all court costs; and (d) all collection costs, including but not limited to the cost of any audits, reports, or investigations, whether conducted by County staff or another Person.

36. DEFAULT BY COUNTY

- A. County shall be in default if County: (a) grants an exclusive franchise for the Collection of Commercial Solid Waste within the Service Area during the Term of this Agreement; or (b) terminates this Agreement without cause. If County defaults in this fashion and fails to cure the default within 30 days after receiving written notice of the default from Contractor, Contractor may terminate this Agreement and recover its damages. For the purposes of this paragraph, Contractor's damages shall include, but not be limited to, the profits that Contractor would have earned during the remainder of the Term of this Agreement if County had not defaulted.

- B. County will be in default, and Contractor may terminate this Agreement after providing notice and 30 days to cure, if County: (a) closes the portion of the Perdido Landfill that is used for the disposal of Garbage (i.e., the area designated by the Florida Department of Environmental Protection as a Class I landfill); (b) allows any Person (other than County) to own or operate the portion of the Perdido Landfill used for the disposal of Garbage; or (c) requires Contractor to use a new Designated Facility (i.e., other than the Perdido Landfill), without obtaining the prior written approval of Contractor. In these circumstances, if Contractor does not terminate this Agreement, Contractor may continue to collect Commercial Solid Waste in the Service Area, subject to the terms and conditions set forth in this Agreement, but Contractor shall not be obligated to deliver the Commercial Solid Waste that it collects to the Designated Facility. If Contractor does not deliver its Solid Waste to the Designated Facility, Contractor shall not be obligated to pay a tipping fee to County for such waste. With regard to the acts of default described in this paragraph, County shall not be liable to Contractor for damages or any other relief, except as provided in this paragraph.

- C. If County charges any Person a tipping fee at the Designated Facility, or a franchise fee for the Collection of Commercial Solid Waste in the Service Area, that is lower than the comparable fee that County charges Contractor under this Agreement, this Agreement shall be amended automatically (without the need for further action by the Board) to authorize Contractor to pay the lower tipping fee or franchise fee. Thereafter, the tipping fees and franchise fees paid by Contractor may be increased only if the increased fees paid by Contractor are no greater than the fees paid by any other Person.

37. REMEDIES

Except with regard to the remedies provided in Section 36.B. of this Agreement, all of the remedies provided in this Agreement shall be deemed cumulative and supplemental to all other remedies available under this Agreement, at law, or in equity. The selection of any remedy under this Agreement shall not be construed or interpreted to be a waiver of any other right or remedy available under this Agreement or at law or in equity.

If it becomes necessary for County or Contractor to file a lawsuit against the other for the purposes of enforcing or interpreting any provision of this Agreement, the prevailing party in such lawsuit shall be entitled to recover their court costs and reasonable attorneys fees.

38. SURVIVABILITY

Any term, condition, covenant or obligation in this Agreement which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

39. WAIVER OF PERFORMANCE

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of County or Contractor thereafter to enforce same. Nor shall waiver by County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any subsequent breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement. Any waiver by County must be approved in advance and signed by County Administrator.

40. TITLE TO WASTE

Except as provided in this Section 40, County shall own and hold title to all Commercial Solid Waste and Recyclable Material collected by Contractor in the Service Area pursuant to this Agreement. Contractor shall have no right to take, keep, process, alter, remove or dispose of any such material without the prior written authorization of the Contract Administrator.

The provisions of the preceding paragraph shall not apply to any Commercial Solid Waste: (a) for which Contractor has made complete and timely payments to County in compliance with the requirements of Section 25 of this Agreement; or (b) collected by Contractor after a default by County under Section 36.B.

The Contractor may take, keep, process, alter, and sell Recyclable Material that is collected by Contractor in the Service Area in accordance with the provisions of this Agreement, but only if the Recyclable Material is recycled, and the amount of such Recyclable Material is reported to Contractor Administrator on an annual basis. The preceding sentence does not apply to any material destined for any use that constitutes disposal. Any materials that are not recycled, including any materials that remain after Recyclable Materials are removed from a mixed load of Commercial Solid Waste, are Commercial Solid Waste and shall be delivered to the Designated Facility.

41. ASSIGNMENT OR TRANSFER

No assignment, transfer, sale, or acquisition (collectively referred to in this section as an "assignment") of this Agreement or any right, responsibility or liability occurring under this Agreement shall be made by Contractor without the prior, express written consent of County. Any assignment of this Agreement by Contractor without the express prior written consent of County shall be null and void. Contractor shall retain all liabilities and responsibilities under this Agreement unless an assignment is approved by County Administrator.

County Administrator shall approve an assignment of this Agreement if the assignee: (a) demonstrates that it has the experience, personnel, equipment and financial resources to

comply with the requirements of this Agreement and any applicable local, state or federal law; and (b) submits a written stipulation to County confirming that the assignee will comply with the requirements of this Agreement and any applicable local, state and federal law.

The provisions of this Section 41 shall not apply, and County's approval shall not be required, if a Person acquires a majority of the stock in Contractor, provided that Contractor continues to comply with all of the provisions of this Agreement and any other applicable local, state or federal law.

No assignment of this Agreement shall be made by County without the prior, express written consent of Contractor.

42. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action to interpret or enforce the Agreement shall be brought and maintained in Escambia County, Florida.

43. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

44. INDEPENDENT CONTRACTOR

When performing any activities required by or related to this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of County. Neither Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. Contractor shall have no authority to bind County to any agreement or contract.

The Contractor shall be responsible and liable for the acts and omissions of its officers, officials, employees, and agents, including but not limited to subcontractors.

45. PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of County or Contractor.

46. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that County waives its common law sovereign immunity under Section 768.28, Florida Statutes, or any other limitation

on County's liability.

47. INTERPRETATION OF AGREEMENT

County and Contractor acknowledge that they both had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

48. THIRD-PARTY BENEFICIARIES

No provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

49. WAIVER OF CLAIMS

By entering into this Agreement, Contractor waives any and all existing claims and causes of action that it may have against County that are based on, related to, or arising out of County's use of a non-exclusive franchise system, or a Designated Facility, or this Agreement, in the manner provided herein. This waiver includes, but is not limited to, any claims or causes of action under state or federal law, or the United States Constitution, including claims that are based on, related to, or arising out of any allegation that this Agreement constitutes or implements an unlawful form of Solid Waste "flow control." Contractor further agrees that it will not assert any such claims against County during the Term of this Agreement. However, Contractor does not waive its right to pursue claims based on a default or material breach of this Agreement by County.

50. EQUAL PROTECTION FOR CONTRACTOR

- A. During the Term of this Agreement, Contractor shall be entitled to collect Commercial Solid Waste in the Service Area, subject to the same terms and conditions as any other Person that enters into a Franchise Agreement with County. During the Term of the Agreement, if County enters into a Franchise Agreement that provides rights or remedies to another Person (i.e., other than Contractor) that are different than the ones provided in this Agreement, or if County amends or modifies a Franchise Agreement to provide different rights or remedies to another Person, or if County otherwise allows another Person to collect Commercial Solid Waste in the Service Area pursuant to a Franchise Agreement with terms and conditions that are different than the ones contained in this Agreement, then County shall amend this Agreement, if requested to do so by Contractor, to make the terms and conditions of this Agreement consistent with the other Person's Franchise Agreement. In any such case, Contractor shall be entitled to enjoy the same benefits as the other Person, provided Contractor accepts and complies with the same obligations and responsibilities as the other Person.
- B. County shall enforce the terms and conditions of this Agreement in a manner that is consistent with County's enforcement of any other Franchise Agreement. If County wrongfully fails or refuses to enforce the terms of a Franchise Agreement

held by another Person (i.e., other than Contractor) for forty-five (45) days after Contractor has delivered written notice to County, then Contractor shall be entitled to operate in the same manner as the other Person, until such time as County enforces its Franchise Agreement against the other Person.

51. MERGER CLAUSE

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

CONTRACTOR

Escambia County Board of County Commissioners

BY: *Stephen Sorrell*
As the Duly Authorized Representative of Contractor

BY: *Charles R. Oliver 12/14/11*
Charles R. "Randy" Oliver
County Administrator

Stephen Sorrell
(Print or Type Name)

Date: _____

Title Executive Director

Witness *Susan Hendry*

Date: *12-8-2011*

Witness *Judy H. Witterstater*

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this *8th* day of *December*, 2011, personally appeared before me, *Stephen G. Sorrell* whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/~~she~~ executed instrument.

Witness my hand and official seal.

Linda G. Iversen

LINDA G. IVERSEN, Notary Public
Notary Public-State of Florida
My commission expires Feb. 18, 2013
Comm. No. DD 82119 Commission Expires

(Notary Seal)

This document approved as to form and legal sufficiency.
By: *Melissa Lopez*
Title: *DEPT. CITY ATTY*
Date: *8-30-11*

**NON-EXCLUSIVE LONG TERM FRANCHISE AGREEMENT
FOR THE COLLECTION OF COMMERCIAL SOLID WASTE**

This Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste (Agreement) is made and entered into this 1st day of January, 2012, between Escambia County (County) and Southern Scrap Company, Inc. ("Contractor").

WHEREAS, Contractor wishes to collect and transport certain types of solid waste that are generated in Escambia County; and

WHEREAS, County wishes to ensure that Contractor's activities in Escambia County are performed in accordance with all applicable laws and are consistent with the public interest; and

WHEREAS, on August 4, 1992, the Board of County Commissioners (Board) adopted Ordinance No. 92-28, which establishes County's procedures for issuing franchises for the collection and disposal of solid waste; and

WHEREAS, on September 1, 2011, the Board approved this Agreement with Contractor, in accordance with the provisions of Ordinance No. 92-28, and subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to comply with and be bound by the following provisions of this Agreement.

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1. DEFINITIONS

The words used in this Agreement shall have the meanings set forth in the following definitions. If a definition in this Agreement conflicts with a definition contained in any federal, state or local law, the definition contained herein shall prevail when interpreting the terms of this Agreement. However, nothing contained in this Agreement shall be interpreted to require Contractor or County to undertake any conduct that is contrary to federal, state or local law.

- A. **Agreement** shall mean this written contract between Escambia County and Contractor.
- B. **Biomedical Waste** shall mean any Solid Waste or liquid waste which may present a threat of infection to humans. Biomedical Waste includes those wastes which may cause disease or harbor pathogenic organisms, including but not limited to wastes from human and veterinary clinics and hospitals, such as tissue, blood, discarded bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. **Board** shall mean the Board of County Commissioners of Escambia County, Florida.
- D. **Bulky Waste** shall mean any non-vegetative item whose large size or weight precludes or complicates their handling by normal methods. Bulky Waste includes but is not limited to furniture, bicycles, inoperative and discarded refrigerators, ranges, toilets, water softeners, washers, dryers, bath tubs, water heaters, sinks, and other large appliances.
- E. **Collection** shall mean the process whereby Solid Waste is removed from the location where it is generated and then transported to a Designated Facility.
- F. **Commercial Solid Waste** shall mean any Garbage, Bulky Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have six (6) or more

Residential Units; and (vi) other sites that do not generate Residential Solid Waste.

- G. Commercial Solid Waste Collection Service** shall mean the Collection of Commercial Solid Waste within the Service Area.
- H. Compactor** shall mean any Container which has a compaction mechanism, whether stationary or mobile.
- I. Construction and Demolition Debris (C&DD)** shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a project.
- J. Container** shall mean any roll-on/roll-off box that is used to collect Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically dumped into a loader-packer type truck.
- K. Contract** shall mean the written agreement between Contractor and a Customer that describes the terms and conditions under which Contractor shall provide Commercial Solid Waste Collection Service.
- L. Contractor** shall mean Southern Scrap Company, Inc. and its successors and assigns.
- M. Contract Administrator** shall mean County Administrator or his or her designee.
- N. County** shall mean Escambia County, a political subdivision of the State of Florida.
- O. Customer** shall mean a Person that obtains Commercial Solid Waste Collection Service from Contractor.
- P. Designated Facility** shall mean a facility designated in writing by County for the processing or disposal of the Solid Waste delivered by Contractor in accordance with this Agreement.
- Q. Effective Date** shall mean the date when this Agreement is signed by a duly authorized County representative.
- R. Franchise Agreement** shall mean a non-exclusive long term franchise agreement from County for the collection of Commercial Solid Waste in the Service Area. To satisfy this definition, a Franchise Agreement must have a minimum term greater than one year and must require the franchisee to deliver Commercial Solid Waste to the Designated Facility.
- S. Garbage** shall mean all putrescible waste, including but not limited to kitchen and table food waste, as well as animal, vegetative, and organic waste that is

attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that is Special Waste.

- T. **Garbage Cart** shall mean any commonly available Solid Waste receptacle, made of light gauge steel, plastic, or other non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and having a capacity of at least 64 gallons.
- U. **Hazardous Waste** shall mean any Solid Waste that is regulated by the Florida Department of Environmental Regulation as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, state or federal law.
- V. **Industrial Solid Waste** shall mean any Solid Waste that is generated by manufacturing or industrial processes and is not a Hazardous Waste. Industrial Solid Waste may include, but is not limited to waste materials resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- W. **Person** shall mean any and all persons, natural or artificial, including any individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.
- X. **Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.
- Y. **Recyclable Material** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- Z. **Residential Recyclables** shall mean Recyclable Material: (i) originating from residential property occupied by five (5) or fewer Residential Units per parcel of property; or (ii) contained in or mixed with Residential Solid Waste.
- AA. **Residential Solid Waste** shall mean all Solid Waste originating from residential property occupied by five (5) or fewer Residential Units per parcel of land.
- BB. **Residential Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

- CC. Service Area** shall mean all of the unincorporated areas of Escambia County, except those areas located on Santa Rosa Island.
- DD. Solid Waste** shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- EE. Special Waste** shall mean Solid Waste that requires special handling and management, including but not limited to waste tires, used oil, lead acid batteries, C&D, ash residue, yard trash, Biomedical Waste, Industrial Solid Waste, biological waste, automobiles, boats, internal combustion engines, sludge, dead animals, septic tank waste, liquid waste, and Hazardous Waste.
- FF. Term** shall mean the period of time when this Agreement is in effect.
- GG. Trash** shall mean all accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment and utensils. Trash does not include Garbage or Yard Waste.
- HH. Uncontrollable Forces** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. Uncontrollable Forces include but are not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- II. Yard Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance, including but not limited to grass clippings, palm fronds, tree branches and other similar matter.

2. NON-EXCLUSIVE FRANCHISE FOR COMMERCIAL SOLID WASTE

Subject to the conditions and limitations contained in this Agreement, County hereby grants a non-exclusive franchise to Contractor for the Collection of Commercial Solid Waste in the Service Area. The Contractor shall be solely responsible for the billing and collection of its fees for any Commercial Solid Waste Collection Service that it provides.

This Agreement does not grant any rights that are not expressly identified and conveyed by the specific terms of this Agreement. Among other things, this Agreement does not authorize Contractor to collect or process Residential Solid Waste or Residential Recyclables in the Service Area. This Agreement does not authorize Contractor to collect or process any type of Solid Waste in the incorporated areas of County. This Agreement does not apply to the collection or processing of C&DD.

3. TERM OF FRANCHISE

This Agreement shall begin on January 1, 2012, or the Effective Date, whichever is later, and shall expire on December 31, 2014, unless the Agreement is terminated earlier in accordance with the provisions of this Agreement. With the consent of the Board of Commissioners, this Agreement may be renewed for an additional Term of two (2) years.

Before the end of the Term (i.e., on or before December 31, 2014), the Board shall hold a duly noticed public meeting to determine whether County should consent to an additional two year term. This Agreement shall terminate automatically unless the Board votes to approve an additional two year term, at a duly noticed public meeting held prior to the end of the initial Term.

4. MINIMUM REQUIREMENTS FOR COLLECTION SERVICE

This Agreement establishes the minimum requirements for any Commercial Solid Waste Collection Service provided by Contractor in the Service Area. Any such service shall be consistent and in compliance with the requirements in this Agreement and with all applicable local, state and federal laws.

5. FREQUENCY OF SERVICE AND SIZE OF CONTAINERS

Commercial Solid Waste Collection Services shall be provided by Contractor in a manner which ensures that a public nuisance shall not be created and the public health, safety and welfare are protected.

Subject to the other provisions of this Agreement, the size of the Container and the frequency of Collection provided by Contractor shall be determined by the Customer and Contractor. The Contractor shall assist County in ensuring that the size of the Container and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Container.

Commercial Solid Waste Collection Service shall be provided on a regular basis. At a minimum, service shall be provided at least once per week to: all Customers that operate a restaurant, grocery store, or convenience store; all Customers that sell food or generate food wastes; and all Customers that generate Garbage.

The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts.

Notwithstanding anything else contained in this Agreement, the Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator reasonably determines that such action is necessary to satisfy the requirements of this Agreement or protect the public health, safety or welfare.

6. OWNERSHIP AND MAINTENANCE OF CONTAINERS

The Contractor shall provide Containers or a Garbage Cart to a Customer. At its option, however, the Customer may use its own Compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by Contractor must be in good condition and properly maintained. Each Container provided by Contractor shall be labeled with Contractor's name and telephone number in letters and numbers that are plainly visible and at least one (1) inch in size.

The Contractor shall display individual container numbers for all open top and closed containers utilized for the transportation of commercial solid waste. Numbers should be displayed on both sides of the container, in colors which contrast with that of the container, such numbers to be clearly legible and not less than six inches high.

The Contractor shall display individual vehicle numbers for all motor vehicles operating under this Agreement for the transportation of commercial solid waste. Numbers should be displayed on both sides of vehicle, in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than six inches high.

Any Container or Garbage Cart damaged by Contractor shall be repaired or replaced by Contractor within five (5) business days, at no cost to the Customer. The replacement must be similar to the original in style, material, quality, capacity and must display the lettering and numbers described above.

7. CONTRACTS WITH CUSTOMERS

The Contractor shall not provide Commercial Solid Waste Collection Service to a Person in the Service Area unless Contractor has executed a written Contract for such service. Each Contract shall identify the terms and conditions governing the service to be provided by Contractor. At a minimum, the Contract shall identify: the frequency of Collection; the size and number of Containers, Compactors and Garbage Carts (if any) that will be provided by Contractor; the fees that will be charged by Contractor for its services; and the manner by which fees will be collected. All new Contracts and Contract renewals executed after the Effective Date shall expressly and separately identify the amount of any franchise fee, tipping fee, or other County fee that will be collected from the Customer. The terms and conditions of each Contract shall be consistent and in compliance with the provisions of this Agreement. The term of the Contract shall not extend beyond the Term of this Agreement, unless the Contract expressly identifies the date on which this Agreement will terminate and states that Contractor's right to provide Commercial Solid Waste Collection Service in the Service Area in the future is contingent upon County's renewal of this Agreement.

Notwithstanding anything else contained herein, Contractor does not need to execute new or amended Contracts if the Board changes the amount of County's franchise fee, tipping fee, or other fee.

8. HOURS OF COLLECTION

Subject to the provisions of this Agreement, Commercial Solid Waste Collection Service may be provided at any time. However, collection sites located within 150 yards of a residence shall be

collected only between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday. The hours of collection at such sites may be extended due to extraordinary circumstances, provided Contractor receives the prior written consent of the Contract Administrator.

9. MANNER OF COLLECTION

All Containers and Garbage Carts shall be kept in a safe, accessible location agreed upon by Contractor and the Customer. The Contractor shall collect the Solid Waste in the Container or Garbage Cart with as little disturbance as possible and shall leave the Container or Garbage Cart at the same place where it was originally located.

10. CONTRACTOR'S PERSONNEL

The Contractor shall assign a qualified person to supervise and be responsible for Contractor's operations within the Service Area.

At least seven (7) days before commencing work under this Agreement, Contractor shall provide the Contract Administrator with a written list containing the name of Contractor's supervisor, the names of other key personnel, the telephone numbers for the supervisor and other key personnel, and the telephone numbers that are to be used to reach Contractor in the event of an emergency. Contractor shall promptly revise and resubmit this list to the Contract Administrator whenever any of the information in the list is outdated. A current list also shall be submitted to the Contract Administrator on or before January 30th of each year during the Term of this Agreement.

When collecting or transporting Solid Waste in the Service Area, Contractor's employees shall wear a uniform or shirt bearing Contractor's name.

When collecting or transporting Solid Waste in the Service Area, Contractor's drivers shall at all times carry a valid Commercial Drivers License for the type of vehicle that is being driven.

All of Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them. Contractor shall provide routine training in operating and safety procedures for all of Contractor's employees that are directly involved with the Collection or processing of Solid Waste in the Service Area.

Contractor's employees shall treat the public, County's staff, and all Customers in a polite and courteous manner.

11. COLLECTION EQUIPMENT

All motor vehicles, Containers, and other Solid Waste collection equipment used by Contractor shall meet industry standards and shall be maintained in a good, clean, and safe operating condition at all times.

At all times Contractor shall have equipment available to ensure that Contractor can adequately and efficiently perform the duties specified in this Agreement. Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment being replaced.

The Contractor's name shall be prominently displayed on all of the Solid Waste collection vehicles and containers owned by Contractor in the Service Area.

12. CONTRACTOR'S LOCAL OFFICE

Contractor shall maintain an office in Escambia County with at least two local telephone numbers or, in the alternative, Contractor shall maintain at least two toll free telephone numbers that can be called from Escambia County. In either case, Contractor's telephone lines shall be manned at least during normal business hours, 8:00 a.m. to 5:00 p.m. (Central Standard Time), Monday through Friday, except holidays. The Contractor shall use an answering service, answering machine or email to receive customer requests, questions, and complaints during all times when the telephones are not manned by Contractor's employees. Should Contractor use email to receive customer requests, questions and complaints, Contractor shall utilize software which notifies customers of the receipt of any email.

13. COMPLAINTS

The Contractor shall respond to all requests, questions, and complaints from Customers or County within twenty-four (24) hours or the next working day, whichever is later.

The Contractor shall provide, at the Contract Administrator's request, a full written description of any complaint, and the disposition of any complaint, involving a claim of personal injury or damages to any private or public property as a result of Contractor's actions in the incorporated or unincorporated areas of Escambia County.

14. NOTICES TO CUSTOMERS

On or before January 15th of each year during the Term of this Agreement, or within 15 days of execution of this agreement by Contract Administrator, Contractor shall provide each Customer with a notice that contains the following language:

REGULATION BY ESCAMBIA COUNTY

Escambia County regulates those companies (Contractors) that collect and dispose of commercial solid waste in the unincorporated County. The terms and conditions of your commercial solid waste collection contract with a Contractor are subject to County's regulations. If you have any questions regarding the terms and conditions of your contract, you may call County's Contract Administrator Patrick T. Johnson, at (850) 937.2160 or submit an email to him at ptjohnson@myescambia.com

RATES FOR SERVICES

At least once each month, we, the Contractor, must provide you with a written billing statement that identifies all of the rates and fees that you must pay for the solid waste services you receive. The bill must identify any fees that Contractor is charging for special services. The bill also must identify any charges that are based on County's solid waste tipping fee or franchise fee.

If County reduced the franchise fee paid by Contractor, and the reduction occurred after Contractor distributed its last notice to its Customers pursuant to this section of this Agreement, then Contractor shall include the following language in the next notice that Contractor provides to its Customers:

REDUCTIONS IN SOLID WASTE FEES

Escambia County reduced the amount of County's solid waste franchise fee from \$____ [insert old rate] per cubic yard per collection to \$_____ [insert new rate], effective _____ [insert date]. We, the Contractor must reduce your bill by an equal amount. Please call County's Contract Administrator if you have any questions about the amount of the fees that you must pay to us, the Contractor.

On or before January 30th of each year during the Term of this Agreement, or within 30 days of execution of the agreement by Contract Administrator, Contractor shall provide the Contract Administrator with: (a) a copy of the notice that was provided to Contractor's Customers; and (b) a written confirmation that timely notice was provided to all of Contractor's Customers, in the manner required by this Agreement.

15. YARD WASTE

Yard Waste shall be collected separately from Commercial Solid Waste. All grass clippings, leaves, pine needles and other loose vegetative materials shall be bagged or containerized. Yard Waste must not be greater than six (6) feet in length, with the exception of palm fronds and Christmas trees, and must not weigh more than 50 pounds per piece.

16. SPILLAGE

Contractor shall not litter or spill Solid Waste in the Service Area. The Contractor shall enclose or cover all Solid Waste that Contractor hauls within the Service Area to ensure that leaking, spilling and blowing of Solid Waste from Contractor's vehicles is prevented. If Contractor's activities cause spillage, leakage, or litter, Contractor shall immediately pick up and process or dispose of the Solid Waste.

17. USE OF DESIGNATED SOLID WASTE MANAGEMENT FACILITIES

If Contractor collects or receives any Commercial Solid Waste that has been generated or produced in the unincorporated areas of Escambia County, including Santa Rosa Island, then Contractor shall deliver that Commercial Solid Waste to the Designated Facility except as otherwise provided in Section 27 of this Agreement. For the purposes of this Agreement, the Designated Facility is County's Perdido Landfill or Palafox Transfer Station.

18. FRANCHISE FEES

Contractor shall pay a franchise fee to County, subject to the provisions of this Agreement. The franchise fee shall be (a) \$0.83 per cubic yard of capacity in a Container or Garbage Cart and (b) \$1.65 per cubic yard of capacity in a Compactor.

Contractor shall not be required to pay a franchise fee (i.e., a per cubic yard rate) that is higher than the rate charged by County to any other Person providing Commercial Solid Waste

Collection Service in the Service Area.

The franchise fee shall be paid for each Container, Garbage Cart and Compactor that is used to collect Commercial Solid Waste in the Service Area. The total amount to be paid by Contractor shall be based on the total number of times that Commercial Solid Waste is collected from each Compactor, Garbage Cart and Container during the relevant billing period. For each Container, Garbage Cart and Compactor, Contractor shall use the following formula to calculate the total amount that must be paid to County:

$$CC \times FF \times NC = \text{Amount Due to County}$$

In this formula, "CC" is the capacity of the Container, Garbage Cart or Compactor, "FF" is the franchise fee applicable to a cubic yard of Solid Waste collected in the Container, Garbage Cart or Compactor, and "NC" is the number of times that Contractor collected Commercial Solid Waste from the Container, Garbage Cart or Compactor during the relevant billing period.

Subject to the provisions of Section 20 of this Agreement, Contractor shall not be obligated to pay County a franchise fee for the Collection of Commercial Solid Waste from a Customer if Contractor does not receive payment from the Customer for that service.

19. CHANGES IN THE AMOUNT OF FRANCHISE FEES

County may decrease the amount of the franchise fee as often as County chooses, but County shall not increase the franchise fee more than twice per year.

If County decreases the amount of the franchise fee, Contractor shall reduce its charges to its Customers by an equal or greater amount. The reduction in the franchise fee shall be shown in all billing statements that Contractor issues to its Customers after the effective date of the change in the franchise fee, or ninety (90) days after the Board votes to reduce the franchise fee, whichever is later.

If County increases the amount of the franchise fee, Contractor may increase its charges to its Customers by an equal or lesser amount. The increase in the franchise fee shall not be charged to Contractor's Customers, and Contractor shall not be required to pay County for the increase in the franchise fee, until the increase in the franchise fee becomes effective or until ninety (90) days after the Board votes to increase the franchise fee, whichever is later.

20. PAYMENT OF FRANCHISE FEES AND STATEMENT OF COMPLIANCE

The Contractor shall pay the franchise fees to County on a monthly basis. Each monthly payment shall be based on the Commercial Solid Waste Collection Service provided by Contractor during the preceding month. The monthly payments shall be delivered to the Contract Administrator no later than 20 days after the end of the month when Contractor's service was provided. If Contractor or Contract Administrator subsequently discovers an error in any payment submitted to the Contract Administrator, Contractor shall submit a revised report and shall pay the additional franchise fee, if any, within thirty (30) days after the error is discovered.

The following documentation shall accompany all payments in order to correctly calculate the amount of the franchise fee that is due and owing to County:

- The number of Containers, Garbage Carts and Compactors used by Contractor's Customers
- The capacity of each Container, Garbage Cart and Compactor
- The number of times the Solid Waste in each Container, Garbage Cart and Compactor was collected
- The dates and amounts of any deliveries of Commercial Solid Waste to another Person pursuant to Section 27.C of this Agreement.
- A signed Statement of Compliance from Contractor, acknowledging the following:

I, the undersigned, confirm that Southern Scrap Company, Inc.
 (Company Name)

is operating in compliance with the requirements of this Agreement. The information supplied herein for the reporting of Franchise tonnage and fees is accurate, true and complete, and the funds submitted are to pay the sum due under this Agreement for the preceding calendar month.

Reporting Month and Year:

Southern Scrap Company, Inc.
Company Name:

Authorized Signature:

Telephone No.:

Printed Name:

Title:

Date:

21. AUDITED FINANCIAL REPORT AND RIGHT OF INSPECTION AND AUDIT

The Contract Administrator may require Contractor to provide an audited financial report to demonstrate that Contractor has fully paid: (a) the franchise fee for the preceding year; and (b) the amount, if any, owing pursuant to Section 27 of this Agreement for the preceding year. The financial report also shall state whether, and the extent to which, Contractor has received payment during the preceding year from Customers that previously were used to justify a credit for Contractor pursuant to Section 20.

In the event an audited financial report is required, the audited financial report shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles. The financial report shall be delivered to the Contract Administrator within 120 days of demand by Contract Administrator unless the Contract Administrator gives prior written approval for a different deadline.

The Contract Administrator and County's auditors shall have the right to inspect Contractor's books and records related to Contractor's performance under this Agreement. The inspections shall be allowed at any time during normal business hours, but County shall provide at least two (2) days advance written notice before County commences an inspection of Contractor's books and records. Among other things, County's auditors shall be allowed to review Contractor's

Contracts with its Customers, and shall be allowed to communicate directly with Contractor's Customers, for the purpose of determining whether Contractor is in compliance with this Agreement. However, County's auditors shall not reveal any trade secrets or proprietary information obtained during their review of Contractor's books and records.

22. TIPPING FEES

Subject to the provisions of this Agreement, Contractor shall pay a tipping fee to County for each ton of Solid Waste that is delivered by Contractor to the Designated Facility.

The tipping fee at the Perdido Landfill is \$40.65 per ton of solid waste. The tipping fee at the Palafox Transfer Station is \$48.65 per ton of solid waste. Tipping fees shall be established by the Board by resolution and are incorporated by reference herein. Tipping fees may increase or decrease pursuant to resolution adopted by the Board.

During the Term of this Agreement, the tipping fee paid by Contractor for the disposal of Commercial Solid Waste at the Designated Facility shall not be greater than the tipping fee paid by any other Person delivering the same type of Solid Waste to the Designated Facility.

23. CHANGES IN THE AMOUNT OF TIPPING FEE

County may reduce the amount of the tipping fee at the Designated Facility at any time, but County shall not increase the amount of the tipping fee more than twice per year.

If County increases the amount of the tipping fee, Contractor shall not be required to pay the increased tipping fee until the increase in the tipping fee becomes effective, or until ninety (90) days after the Board votes to increase the tipping fee, whichever is later.

24. CALCULATION OF TONNAGE

For the purposes of this Agreement, County and Contractor agree to use the following assumptions when calculating tonnages: (a) one cubic yard of uncompacted Commercial Solid Waste weighs 80 pounds; and (b) one cubic yard of compacted Commercial Solid Waste weighs 480 pounds.

25. FAILURE TO DELIVER COMMERCIAL SOLID WASTE TO DESIGNATED FACILITY

In any year during the Term of this Agreement, if Contractor collects or receives Commercial Solid Waste that has been generated or produced in the Service Area, but Contractor fails to deliver all of that Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, then Contractor shall: (a) pay County for the shortfall in tonnage; or (b) deliver an equivalent amount of Commercial Solid Waste to the Designated Facility; or (c) demonstrate that the shortfall in tonnage is the responsibility of another Person, as described in Section 27.C., below.

- A. The following formula shall be used to calculate the amount that must be paid to County:

$$(TT - AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD)

is the amount of Commercial Solid Waste that Contractor delivered to the Designated Facility during the year, (TF) is the average tipping fee that County charged during the year for the disposal of Commercial Solid Waste at the Designated Facility, and (AO) is the amount owing from Contractor to County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for Commercial Solid Waste that was in effect at the Designated Facility on the first day of each month during the preceding calendar year; (b) adding these 12 monthly values; and (c) dividing by 12.

- B. If Contractor elects to deliver an equivalent amount of Commercial Solid Waste, the Commercial Solid Waste shall be collected from the incorporated or unincorporated areas of County. Contractor shall not deliver Solid Waste that has been generated outside of Escambia County to fulfill Contractor's obligations under this Agreement, unless Contractor receives the prior, express written approval of County Administrator.
- C. The Contractor shall not be required to pay for any shortfall in tonnage that results solely because Contractor delivered the Commercial Solid Waste collected within the Service Area to another Person, provided that: (i) such Person has a valid franchise agreement or other valid contract with County at the time when the Commercial Solid Waste is delivered by Contractor and the franchise agreement or contract requires the Person to deliver Contractor's Commercial Solid Waste to the Perdido Landfill; or (ii) County gives its advance written approval to Contractor for the delivery of the Commercial Solid Waste to such Person. If Contractor delivers Commercial Solid Waste to another Person pursuant to subparagraphs (i) or (ii), above, Contractor shall (upon request) provide County with verifiable records identifying the dates and amounts whenever Commercial Solid Waste collected within the Service Area was delivered from Contractor to the other Person.
- D. County may unilaterally revoke the provisions of Section 27.C. of this Agreement if for any reason County is unable to compel the other Person to either deliver an equivalent amount of Commercial Solid Waste to the Designated Facility or pay County in compliance with the requirements of Section 27. Any revocation of Section 27.C. shall not become effective until appropriate notice of the revocation is delivered in writing to Contractor.

26. PERMITS AND LICENSES

At its expense, Contractor shall obtain all permits, licenses and approvals required by law for Contractor's activities under this Agreement. The Contractor shall maintain these permits, licenses and approvals in full force and effect at all times during the Term of this Agreement.

27. INSURANCE

The Contractor shall purchase at its cost and maintain at all times the insurance coverage described in paragraphs A, B and C, below. The Board and County shall by endorsement be additional named insureds under these policies. All liability insurance shall be on the "occurrence form." The insurance coverages and limits required under this Agreement must be evidenced by properly executed certificates of insurance submitted to County at least seven (7) days before Contractor commences work under this Agreement. Current certificates of

insurance evidencing the required coverage must be on file with County at all times.

Updated certificates of insurance must be provided to County on or before the expiration date of each year during the Term of this Agreement. All insurance carriers shall be "A" rated and shall have a financial rating size of "IX" or better, according to the A. M. Best Key Rating Guide. The certificates of insurance must expressly state that County is entitled to receive at least forty-five (45) days advance notice before any cancellation or reduction in insurance coverage takes effect. Umbrella and/or excess liability coverage may be purchased to make up the difference between the primary limit and the required limit. Contractor also may use self-insurance to satisfy part or all of the requirements of this section, if Contractor maintains a qualified self-insurance plan that satisfies the requirements of applicable law.

County's receipt of certificates or other documentation of insurance from Contractor which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements of this Agreement. The Contractor agrees that its obligation to indemnify County pursuant to this Agreement shall not be limited by the type or amount of insurance provided by Contractor pursuant to this Agreement.

- A. Workers' compensation and employer's liability insurance shall be maintained by Contractor in compliance with the laws of the State of Florida at all times during the Term of this Agreement. The employer's liability insurance shall provide coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each person-accident, and Five Hundred Thousand Dollars (\$500,000) for each person-disease, and Five Hundred Thousand Dollars (\$500,000) aggregate.
- B. At all times during the Term of this Agreement, Contractor shall maintain a commercial general liability insurance policy with minimum combined single limits of coverage in the amount of Five Million Dollars (\$5,000,000), including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability, independent contractors, premises/operations, products and completed operations, and fire liability. The coverage for contractual liability must specify that it applies to the indemnification and hold harmless provisions of this Agreement.
- C. Automobile liability insurance shall be maintained by Contractor at all times during the Term of this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage, personal injury and death, for all hired, owned, and non-owned vehicles used by Contractor in the incorporated or unincorporated areas of Escambia County.

The insurance requirements under this Agreement may be revised by County, provided that County applies the revised requirements to any other Person that has a non-exclusive franchise from County for the Collection of Commercial Solid Waste. Contractor shall be given at least sixty (60) days to comply with any revised insurance requirements.

28. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold County harmless from any and all liabilities, losses, penalties, costs or damages County may suffer as a result of any claims, suits, demands, or judgments against County arising out of or in any way related to the acts or

omissions of Contractor under this Agreement. Contractor shall not be required to indemnify or hold County harmless for any act or omission caused solely by the negligent or willful misconduct of County.

29. CONTRACTOR'S RECORDS

The Contractor shall keep and maintain its records concerning the Commercial Solid Waste Collection Service that Contractor provided during the term of this Agreement. The records shall include all of Contractor's Contracts with its Customers.

The records shall be kept in Contractor's office in Escambia County or, if Contractor does not have an office in Escambia County, Contractor shall deliver the records to the Contract Administrator within 10 business days after receiving a written request from the Contract Administrator for such records. The records shall be kept intact and available for inspection during the term of this Agreement and for two years after the termination of this Agreement.

30. POINT OF CONTACT

All discussions, notices, and payments between Contractor and County concerning this Agreement shall be directed by Contractor to the Contract Administrator, as designated in Section 31, except as otherwise provided herein.

31. NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To County:

**Escambia County Solid Waste Management
Attention: Contract Administrator
13009 Beulah Road
Cantonment, FL 32533-8831**

**Copy to: County Attorney
221 Palafox Place
Pensacola, FL 32502**

As to Contractor:

(address)

Notices shall be effective when received at the addresses specified above. Changes in these addresses may be made from time to time by written notice.

32. ANNUAL CERTIFICATION OF COMPLIANCE

The Contractor shall prepare, maintain and keep current all of the documents and reports required by this Agreement. On or before January 30th of each year during the Term of this Agreement, Contractor shall certify to County that: (a) all required documents are current and on file, including but not limited to certificates of insurance, drivers licenses, and lists of key personnel and equipment; (b) all franchise fees, tipping fees, and payments pursuant to Sections 18, 22 and 25 of this Agreement have been calculated correctly and paid in full for the prior year; and (c) all notices have been provided in compliance with the requirements in Section 14 of this Agreement.

33. UNCONTROLLABLE CIRCUMSTANCES

Neither County nor Contractor shall be in default of this Agreement if delays in or failure of performance are due to Uncontrollable Forces, the effect of which the non-performing party could not avoid by the exercise of reasonable diligence. Neither party shall, however, be excused from performance if nonperformance is due to forces or events that are preventable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

34. ADMINISTRATIVE CHARGES

Subject to the provisions of this Agreement, County Administrator may collect administrative charges from Contractor.

- A. The administrative charge shall be \$500 per incident for each of the following events:
1. Failure to maintain minimum office hours, as required in Section 12 of this Agreement;
 2. Failure to provide properly licensed and qualified equipment operators, as required in Section 10 of this Agreement;
 3. Failure to provide documents and reports to County in the manner required in Sections 21 and 32 of this Agreement;
 4. Failure to replace a damaged Container or Garbage Cart within five business days after receiving a written request to do so, as required by Section 6 of this Agreement;
 5. Failure to pick up or clean up Contractor's spillage of Solid Waste immediately, as required in Section 16 of this Agreement;
 6. Failure to cover Solid Waste that is being transported in a collection vehicle, as required in Section 16 of this Agreement;
 7. Failure to display Contractor's name on Contractor's vehicles, as required

in Section 11 of this Agreement, or failure to display Contractor's name and phone number, individual number in the size specified on Containers, or failure to display individual vehicle numbers in the size specified as required in Section 6 of this Agreement;

8. Failure to respond to Customer calls or complaints in a timely manner, as required in Section 13 of this Agreement.

B. The administrative charge shall be \$1,000 for each of the following events:

1. Failure to provide timely public notices pursuant to Section 14 of this Agreement;
2. Failure to adjust a Customer's bill in the manner required by Section 19 of this Agreement.

The administrative charge for subparagraph A., above, is intended to apply only one time to each failure to give notice, even if the failure to give notice involved more than one Customer.

County Administrator shall notify Contractor in writing of any administrative charge that will be assessed against Contractor and the basis for each assessment. If Contractor wishes to contest any administrative charge, Contractor shall have fifteen (15) calendar days after the receipt of County's notice in which to meet with County Administrator and discuss the proposed administrative charge. If Contractor and County Administrator are unable to agree about the proposed administrative charge, Contractor shall submit a written request for a hearing before the Board. Contractor's request shall be delivered to County Administrator within 21 calendar days after Contractor's receipt of County's notice regarding the proposed administrative charge.

If a hearing is requested, County Administrator shall provide Contractor with at least 14 days advance notice of the time, date, and place of the hearing before the Board. At the hearing, the Board shall fully and fairly consider Contractor's objections and defense to the proposed administrative charge. After hearing the information presented by Contractor and County Administrator, the Board shall decide whether, and the extent to which, an administrative charge should be collected from Contractor. The Board's action shall be based on the decision of a majority of those that are in attendance and able to vote, without a conflict of interest.

Unless the proposed administrative charge is dismissed by County Administrator or the Board, Contractor shall pay the administrative charge within thirty (30) days after receipt of the notice from County Administrator or, if the case is heard by the Board, within thirty (30) days after the Board's decision.

35. DEFAULT BY CONTRACTOR

The Board may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the occurrence of any one of the following events:

- A. Contractor admits in writing that it is bankrupt, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement for its reorganization or the re-adjustment of its indebtedness under the Federal bankruptcy laws or under any other law, or consents to the appointment of a receiver, trustee or liquidator for all or substantially all of its property; or

- B. Contractor is adjudged bankrupt, or an order is issued approving a petition filed by any one of the creditors or stockholders of Contractor for the reorganization or readjustment of its indebtedness; or
- C. By or pursuant to any legislative act or order of any court, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Contractor; or
- D. Contractor defaults, by failing or refusing to perform or comply with the material terms, conditions or covenants in this Agreement, provided the default is not cured within thirty (30) days of receipt of written notice from County Administrator to do so.

If Contractor fails to deliver all of its Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, and fails to pay the amounts owing to County in the manner required in Section 25 of this Agreement, County may terminate this Agreement and collect damages from Contractor. For the purposes of this paragraph, County's damages shall include but not be limited to the revenues (e.g., tipping fees and franchise fees) that County would have received from Contractor during the remainder of the Term of this Agreement if Contractor had not defaulted. At a minimum, County's lost revenues for each year remaining under this Agreement shall be deemed to be at least as great as the revenues collected during the year prior to the termination of this Agreement.

If Contractor has frequently, regularly or repetitively defaulted in the performance of any of the material conditions or requirements contained in this Agreement, the Board may in its sole discretion deem Contractor to be a habitual violator, regardless of whether Contractor has corrected each individual condition of default. Under such circumstances, Contractor shall forfeit its right to any grace period to correct or cure future defaults. All of Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. County shall issue a written notice to Contractor that Contractor has been deemed a habitual violator and any single default by Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, County may terminate this Agreement by giving a written notice to Contractor.

In the event of any termination pursuant to the provisions in this section, the termination shall be effective upon the date specified in County's written notice to Contractor. Upon said date, this Agreement shall be deemed immediately terminated and all liability of County under this Agreement to Contractor shall cease. This section creates a supplemental and additional means of terminating this Agreement and shall not be deemed to be in lieu of any other remedy available at law or in equity.

If Contractor fails to comply with the requirements of this Agreement concerning the payment of any franchise fee, tipping fee, administrative charge, or other sum that is due and owing to County, Contractor shall be in default of this Agreement and County may pursue any and all of its remedies against Contractor. In any such case, County shall be entitled to recover: (a) the full amount that is due and owing; (b) interest, which shall accrue at the legal rate established pursuant to Section 55.03, Florida Statutes, beginning from the earliest date allowed by law; (c) all court costs; and (d) all collection costs, including but not limited to the cost of any audits, reports, or investigations, whether conducted by County staff or another Person.

36. DEFAULT BY COUNTY

- A. County shall be in default if County: (a) grants an exclusive franchise for the Collection of Commercial Solid Waste within the Service Area during the Term of this Agreement; or (b) terminates this Agreement without cause. If County defaults in this fashion and fails to cure the default within 30 days after receiving written notice of the default from Contractor, Contractor may terminate this Agreement and recover its damages. For the purposes of this paragraph, Contractor's damages shall include, but not be limited to, the profits that Contractor would have earned during the remainder of the Term of this Agreement if County had not defaulted.

- B. County will be in default, and Contractor may terminate this Agreement after providing notice and 30 days to cure, if County: (a) closes the portion of the Perdido Landfill that is used for the disposal of Garbage (i.e., the area designated by the Florida Department of Environmental Protection as a Class I landfill); (b) allows any Person (other than County) to own or operate the portion of the Perdido Landfill used for the disposal of Garbage; or (c) requires Contractor to use a new Designated Facility (i.e., other than the Perdido Landfill), without obtaining the prior written approval of Contractor. In these circumstances, if Contractor does not terminate this Agreement, Contractor may continue to collect Commercial Solid Waste in the Service Area, subject to the terms and conditions set forth in this Agreement, but Contractor shall not be obligated to deliver the Commercial Solid Waste that it collects to the Designated Facility. If Contractor does not deliver its Solid Waste to the Designated Facility, Contractor shall not be obligated to pay a tipping fee to County for such waste. With regard to the acts of default described in this paragraph, County shall not be liable to Contractor for damages or any other relief, except as provided in this paragraph.

- C. If County charges any Person a tipping fee at the Designated Facility, or a franchise fee for the Collection of Commercial Solid Waste in the Service Area, that is lower than the comparable fee that County charges Contractor under this Agreement, this Agreement shall be amended automatically (without the need for further action by the Board) to authorize Contractor to pay the lower tipping fee or franchise fee. Thereafter, the tipping fees and franchise fees paid by Contractor may be increased only if the increased fees paid by Contractor are no greater than the fees paid by any other Person.

37. REMEDIES

Except with regard to the remedies provided in Section 36.B. of this Agreement, all of the remedies provided in this Agreement shall be deemed cumulative and supplemental to all other remedies available under this Agreement, at law, or in equity. The selection of any remedy under this Agreement shall not be construed or interpreted to be a waiver of any other right or remedy available under this Agreement or at law or in equity.

If it becomes necessary for County or Contractor to file a lawsuit against the other for the purposes of enforcing or interpreting any provision of this Agreement, the prevailing party in such lawsuit shall be entitled to recover their court costs and reasonable attorneys fees.

38. SURVIVABILITY

Any term, condition, covenant or obligation in this Agreement which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

39. WAIVER OF PERFORMANCE

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of County or Contractor thereafter to enforce same. Nor shall waiver by County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any subsequent breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement. Any waiver by County must be approved in advance and signed by County Administrator.

40. TITLE TO WASTE

Except as provided in this Section 40, County shall own and hold title to all Commercial Solid Waste and Recyclable Material collected by Contractor in the Service Area pursuant to this Agreement. Contractor shall have no right to take, keep, process, alter, remove or dispose of any such material without the prior written authorization of the Contract Administrator.

The provisions of the preceding paragraph shall not apply to any Commercial Solid Waste: (a) for which Contractor has made complete and timely payments to County in compliance with the requirements of Section 25 of this Agreement; or (b) collected by Contractor after a default by County under Section 36.B.

The Contractor may take, keep, process, alter, and sell Recyclable Material that is collected by Contractor in the Service Area in accordance with the provisions of this Agreement, but only if the Recyclable Material is recycled, and the amount of such Recyclable Material is reported to Contractor Administrator on an annual basis. The preceding sentence does not apply to any material destined for any use that constitutes disposal. Any materials that are not recycled, including any materials that remain after Recyclable Materials are removed from a mixed load of Commercial Solid Waste, are Commercial Solid Waste and shall be delivered to the Designated Facility.

41. ASSIGNMENT OR TRANSFER

No assignment, transfer, sale, or acquisition (collectively referred to in this section as an "assignment") of this Agreement or any right, responsibility or liability occurring under this Agreement shall be made by Contractor without the prior, express written consent of County. Any assignment of this Agreement by Contractor without the express prior written consent of County shall be null and void. Contractor shall retain all liabilities and responsibilities under this Agreement unless an assignment is approved by County Administrator.

County Administrator shall approve an assignment of this Agreement if the assignee: (a) demonstrates that it has the experience, personnel, equipment and financial resources to

comply with the requirements of this Agreement and any applicable local, state or federal law; and (b) submits a written stipulation to County confirming that the assignee will comply with the requirements of this Agreement and any applicable local, state and federal law.

The provisions of this Section 41 shall not apply, and County's approval shall not be required, if a Person acquires a majority of the stock in Contractor, provided that Contractor continues to comply with all of the provisions of this Agreement and any other applicable local, state or federal law.

No assignment of this Agreement shall be made by County without the prior, express written consent of Contractor.

42. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action to interpret or enforce the Agreement shall be brought and maintained in Escambia County, Florida.

43. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

44. INDEPENDENT CONTRACTOR

When performing any activities required by or related to this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of County. Neither Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. Contractor shall have no authority to bind County to any agreement or contract.

The Contractor shall be responsible and liable for the acts and omissions of its officers, officials, employees, and agents, including but not limited to subcontractors.

45. PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of County or Contractor.

46. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that County waives its common law sovereign immunity under Section 768.28, Florida Statutes, or any other limitation

on County's liability.

47. INTERPRETATION OF AGREEMENT

County and Contractor acknowledge that they both had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

48. THIRD-PARTY BENEFICIARIES

No provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

49. WAIVER OF CLAIMS

By entering into this Agreement, Contractor waives any and all existing claims and causes of action that it may have against County that are based on, related to, or arising out of County's use of a non-exclusive franchise system, or a Designated Facility, or this Agreement, in the manner provided herein. This waiver includes, but is not limited to, any claims or causes of action under state or federal law, or the United States Constitution, including claims that are based on, related to, or arising out of any allegation that this Agreement constitutes or implements an unlawful form of Solid Waste "flow control." Contractor further agrees that it will not assert any such claims against County during the Term of this Agreement. However, Contractor does not waive its right to pursue claims based on a default or material breach of this Agreement by County.

50. EQUAL PROTECTION FOR CONTRACTOR

- A. During the Term of this Agreement, Contractor shall be entitled to collect Commercial Solid Waste in the Service Area, subject to the same terms and conditions as any other Person that enters into a Franchise Agreement with County. During the Term of the Agreement, if County enters into a Franchise Agreement that provides rights or remedies to another Person (i.e., other than Contractor) that are different than the ones provided in this Agreement, or if County amends or modifies a Franchise Agreement to provide different rights or remedies to another Person, or if County otherwise allows another Person to collect Commercial Solid Waste in the Service Area pursuant to a Franchise Agreement with terms and conditions that are different than the ones contained in this Agreement, then County shall amend this Agreement, if requested to do so by Contractor, to make the terms and conditions of this Agreement consistent with the other Person's Franchise Agreement. In any such case, Contractor shall be entitled to enjoy the same benefits as the other Person, provided Contractor accepts and complies with the same obligations and responsibilities as the other Person.
- B. County shall enforce the terms and conditions of this Agreement in a manner that is consistent with County's enforcement of any other Franchise Agreement. If County wrongfully fails or refuses to enforce the terms of a Franchise Agreement

held by another Person (i.e., other than Contractor) for forty-five (45) days after Contractor has delivered written notice to County, then Contractor shall be entitled to operate in the same manner as the other Person, until such time as County enforces its Franchise Agreement against the other Person.

51. MERGER CLAUSE

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

CONTRACTOR

Escambia County Board of County Commissioners

BY: *Gene Rosenbaum*
As the Duly Authorized Representative of Contractor

BY: *Charles R. Oliver*
Charles R. "Randy" Oliver
County Administrator

Gene Rosenbaum
(Print or Type Name)

Date: *12/1/11*

Title President

Witness *Shirley L. Haffard*

Date: *27 SEP 11*

Witness *Judy H. Witterstater*

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this *27* day of *September*, 2011, personally appeared before me, *Gene Rosenbaum* whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed instrument.

Witness my hand and official seal.

Wendy Werner
Notary Public Signature

(Notary Seal) NOTARY PUBLIC-STATE OF FLORIDA
Wendy Werner
Commission # DD892646
Expires: JUNE 13, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

13 June 2013
Commission Expires

This document approved as to form and legal sufficiency.
By: *Shirley L. Haffard*
Title: *DEPT. CITY ATTY*
Date: *8-30-11*

**NON-EXCLUSIVE LONG TERM FRANCHISE AGREEMENT
FOR THE COLLECTION OF COMMERCIAL SOLID WASTE**

This Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste (Agreement) is made and entered into this 1st day of January, 2012, between Escambia County (County) and Titan Waste Services, Inc. ("Contractor").

WHEREAS, Contractor wishes to collect and transport certain types of solid waste that are generated in Escambia County; and

WHEREAS, County wishes to ensure that Contractor's activities in Escambia County are performed in accordance with all applicable laws and are consistent with the public interest; and

WHEREAS, on August 4, 1992, the Board of County Commissioners (Board) adopted Ordinance No. 92-28, which establishes County's procedures for issuing franchises for the collection and disposal of solid waste; and

WHEREAS, on September 1, 2012, the Board approved this Agreement with Contractor, in accordance with the provisions of Ordinance No. 92-28, and subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to comply with and be bound by the following provisions of this Agreement.

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- 49. **Waiver of Claims**
- 50. **Equal Protection for Contractor**
- 51. **Merger Clause**

1. **DEFINITIONS**

The words used in this Agreement shall have the meanings set forth in the following definitions. If a definition in this Agreement conflicts with a definition contained in any federal, state or local law, the definition contained herein shall prevail when interpreting the terms of this Agreement. However, nothing contained in this Agreement shall be interpreted to require Contractor or County to undertake any conduct that is contrary to federal, state or local law.

- A. **Agreement** shall mean this written contract between Escambia County and Contractor.
- B. **Biomedical Waste** shall mean any Solid Waste or liquid waste which may present a threat of infection to humans. Biomedical Waste includes those wastes which may cause disease or harbor pathogenic organisms, including but not limited to wastes from human and veterinary clinics and hospitals, such as tissue, blood, discarded bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. **Board** shall mean the Board of County Commissioners of Escambia County, Florida.
- D. **Bulky Waste** shall mean any non-vegetative item whose large size or weight precludes or complicates their handling by normal methods. Bulky Waste includes but is not limited to furniture, bicycles, inoperative and discarded refrigerators, ranges, toilets, water softeners, washers, dryers, bath tubs, water heaters, sinks, and other large appliances.
- E. **Collection** shall mean the process whereby Solid Waste is removed from the location where it is generated and then transported to a Designated Facility.
- F. **Commercial Solid Waste** shall mean any Garbage, Bulky Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have six (6) or more

Residential Units; and (vi) other sites that do not generate Residential Solid Waste.

- G. Commercial Solid Waste Collection Service** shall mean the Collection of Commercial Solid Waste within the Service Area.
- H. Compactor** shall mean any Container which has a compaction mechanism, whether stationary or mobile.
- I. Construction and Demolition Debris (C&DD)** shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a project.
- J. Container** shall mean any roll-on/roll-off box that is used to collect Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically dumped into a loader-packer type truck.
- K. Contract** shall mean the written agreement between Contractor and a Customer that describes the terms and conditions under which Contractor shall provide Commercial Solid Waste Collection Service.
- L. Contractor** shall mean Titan Waste Services, Inc. and its successors and assigns.
- M. Contract Administrator** shall mean County Administrator or his or her designee.
- N. County** shall mean Escambia County, a political subdivision of the State of Florida.
- O. Customer** shall mean a Person that obtains Commercial Solid Waste Collection Service from Contractor.
- P. Designated Facility** shall mean a facility designated in writing by County for the processing or disposal of the Solid Waste delivered by Contractor in accordance with this Agreement.
- Q. Effective Date** shall mean the date when this Agreement is signed by a duly authorized County representative.
- R. Franchise Agreement** shall mean a non-exclusive long term franchise agreement from County for the collection of Commercial Solid Waste in the Service Area. To satisfy this definition, a Franchise Agreement must have a minimum term greater than one year and must require the franchisee to deliver Commercial Solid Waste to the Designated Facility.
- S. Garbage** shall mean all putrescible waste, including but not limited to kitchen and table food waste, as well as animal, vegetative, and organic waste that is

attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that is Special Waste.

- T. **Garbage Cart** shall mean any commonly available Solid Waste receptacle, made of light gauge steel, plastic, or other non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and having a capacity of at least 64 gallons.
- U. **Hazardous Waste** shall mean any Solid Waste that is regulated by the Florida Department of Environmental Regulation as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, state or federal law.
- V. **Industrial Solid Waste** shall mean any Solid Waste that is generated by manufacturing or industrial processes and is not a Hazardous Waste. Industrial Solid Waste may include, but is not limited to waste materials resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- W. **Person** shall mean any and all persons, natural or artificial, including any individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.
- X. **Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.
- Y. **Recyclable Material** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- Z. **Residential Recyclables** shall mean Recyclable Material: (i) originating from residential property occupied by five (5) or fewer Residential Units per parcel of property; or (ii) contained in or mixed with Residential Solid Waste.
- AA. **Residential Solid Waste** shall mean all Solid Waste originating from residential property occupied by five (5) or fewer Residential Units per parcel of land.
- BB. **Residential Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

- CC. Service Area** shall mean all of the unincorporated areas of Escambia County, except those areas located on Santa Rosa Island.
- DD. Solid Waste** shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- EE. Special Waste** shall mean Solid Waste that requires special handling and management, including but not limited to waste tires, used oil, lead acid batteries, C&D, ash residue, yard trash, Biomedical Waste, Industrial Solid Waste, biological waste, automobiles, boats, internal combustion engines, sludge, dead animals, septic tank waste, liquid waste, and Hazardous Waste.
- FF. Term** shall mean the period of time when this Agreement is in effect.
- GG. Trash** shall mean all accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment and utensils. Trash does not include Garbage or Yard Waste.
- HH. Uncontrollable Forces** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. Uncontrollable Forces include but are not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- II. Yard Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance, including but not limited to grass clippings, palm fronds, tree branches and other similar matter.

2. NON-EXCLUSIVE FRANCHISE FOR COMMERCIAL SOLID WASTE

Subject to the conditions and limitations contained in this Agreement, County hereby grants a non-exclusive franchise to Contractor for the Collection of Commercial Solid Waste in the Service Area. The Contractor shall be solely responsible for the billing and collection of its fees for any Commercial Solid Waste Collection Service that it provides.

This Agreement does not grant any rights that are not expressly identified and conveyed by the specific terms of this Agreement. Among other things, this Agreement does not authorize Contractor to collect or process Residential Solid Waste or Residential Recyclables in the Service Area. This Agreement does not authorize Contractor to collect or process any type of Solid Waste in the incorporated areas of County. This Agreement does not apply to the collection or processing of C&DD.

3. TERM OF FRANCHISE

This Agreement shall begin on January 1, 2012, or the Effective Date, whichever is later, and shall expire on December 31, 2014, unless the Agreement is terminated earlier in accordance with the provisions of this Agreement. With the consent of the Board of Commissioners, this Agreement may be renewed for an additional Term of two (2) years.

Before the end of the Term (i.e., on or before December 31, 2014), the Board shall hold a duly noticed public meeting to determine whether County should consent to an additional two year term. This Agreement shall terminate automatically unless the Board votes to approve an additional two year term, at a duly noticed public meeting held prior to the end of the initial Term.

4. MINIMUM REQUIREMENTS FOR COLLECTION SERVICE

This Agreement establishes the minimum requirements for any Commercial Solid Waste Collection Service provided by Contractor in the Service Area. Any such service shall be consistent and in compliance with the requirements in this Agreement and with all applicable local, state and federal laws.

5. FREQUENCY OF SERVICE AND SIZE OF CONTAINERS

Commercial Solid Waste Collection Services shall be provided by Contractor in a manner which ensures that a public nuisance shall not be created and the public health, safety and welfare are protected.

Subject to the other provisions of this Agreement, the size of the Container and the frequency of Collection provided by Contractor shall be determined by the Customer and Contractor. The Contractor shall assist County in ensuring that the size of the Container and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Container.

Commercial Solid Waste Collection Service shall be provided on a regular basis. At a minimum, service shall be provided at least once per week to: all Customers that operate a restaurant, grocery store, or convenience store; all Customers that sell food or generate food wastes; and all Customers that generate Garbage.

The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts.

Notwithstanding anything else contained in this Agreement, the Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator reasonably determines that such action is necessary to satisfy the requirements of this Agreement or protect the public health, safety or welfare.

6. OWNERSHIP AND MAINTENANCE OF CONTAINERS

The Contractor shall provide Containers or a Garbage Cart to a Customer. At its option, however, the Customer may use its own Compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by Contractor must be in good condition and properly maintained. Each Container provided by Contractor shall be labeled with Contractor's name and telephone number in letters and numbers that are plainly visible and at least one (1) inch in size.

The Contractor shall display individual container numbers for all open top and closed containers utilized for the transportation of commercial solid waste. Numbers should be displayed on both sides of the container, in colors which contrast with that of the container, such numbers to be clearly legible and not less than six inches high.

The Contractor shall display individual vehicle numbers for all motor vehicles operating under this Agreement for the transportation of commercial solid waste. Numbers should be displayed on both sides of vehicle, in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than six inches high.

Any Container or Garbage Cart damaged by Contractor shall be repaired or replaced by Contractor within five (5) business days, at no cost to the Customer. The replacement must be similar to the original in style, material, quality, capacity and must display the lettering and numbers described above.

7. CONTRACTS WITH CUSTOMERS

The Contractor shall not provide Commercial Solid Waste Collection Service to a Person in the Service Area unless Contractor has executed a written Contract for such service. Each Contract shall identify the terms and conditions governing the service to be provided by Contractor. At a minimum, the Contract shall identify: the frequency of Collection; the size and number of Containers, Compactors and Garbage Carts (if any) that will be provided by Contractor; the fees that will be charged by Contractor for its services; and the manner by which fees will be collected. All new Contracts and Contract renewals executed after the Effective Date shall expressly and separately identify the amount of any franchise fee, tipping fee, or other County fee that will be collected from the Customer. The terms and conditions of each Contract shall be consistent and in compliance with the provisions of this Agreement. The term of the Contract shall not extend beyond the Term of this Agreement, unless the Contract expressly identifies the date on which this Agreement will terminate and states that Contractor's right to provide Commercial Solid Waste Collection Service in the Service Area in the future is contingent upon County's renewal of this Agreement.

Notwithstanding anything else contained herein, Contractor does not need to execute new or amended Contracts if the Board changes the amount of County's franchise fee, tipping fee, or other fee.

8. HOURS OF COLLECTION

Subject to the provisions of this Agreement, Commercial Solid Waste Collection Service may be provided at any time. However, collection sites located within 150 yards of a residence shall be

collected only between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday. The hours of collection at such sites may be extended due to extraordinary circumstances, provided Contractor receives the prior written consent of the Contract Administrator.

9. MANNER OF COLLECTION

All Containers and Garbage Carts shall be kept in a safe, accessible location agreed upon by Contractor and the Customer. The Contractor shall collect the Solid Waste in the Container or Garbage Cart with as little disturbance as possible and shall leave the Container or Garbage Cart at the same place where it was originally located.

10. CONTRACTOR'S PERSONNEL

The Contractor shall assign a qualified person to supervise and be responsible for Contractor's operations within the Service Area.

At least seven (7) days before commencing work under this Agreement, Contractor shall provide the Contract Administrator with a written list containing the name of Contractor's supervisor, the names of other key personnel, the telephone numbers for the supervisor and other key personnel, and the telephone numbers that are to be used to reach Contractor in the event of an emergency. Contractor shall promptly revise and resubmit this list to the Contract Administrator whenever any of the information in the list is outdated. A current list also shall be submitted to the Contract Administrator on or before January 30th of each year during the Term of this Agreement.

When collecting or transporting Solid Waste in the Service Area, Contractor's employees shall wear a uniform or shirt bearing Contractor's name.

When collecting or transporting Solid Waste in the Service Area, Contractor's drivers shall at all times carry a valid Commercial Drivers License for the type of vehicle that is being driven.

All of Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them. Contractor shall provide routine training in operating and safety procedures for all of Contractor's employees that are directly involved with the Collection or processing of Solid Waste in the Service Area.

Contractor's employees shall treat the public, County's staff, and all Customers in a polite and courteous manner.

11. COLLECTION EQUIPMENT

All motor vehicles, Containers, and other Solid Waste collection equipment used by Contractor shall meet industry standards and shall be maintained in a good, clean, and safe operating condition at all times.

At all times Contractor shall have equipment available to ensure that Contractor can adequately and efficiently perform the duties specified in this Agreement. Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment being replaced.

The Contractor's name shall be prominently displayed on all of the Solid Waste collection vehicles and containers owned by Contractor in the Service Area.

12. CONTRACTOR'S LOCAL OFFICE

Contractor shall maintain an office in Escambia County with at least two local telephone numbers or, in the alternative, Contractor shall maintain at least two toll free telephone numbers that can be called from Escambia County. In either case, Contractor's telephone lines shall be manned at least during normal business hours, 8:00 a.m. to 5:00 p.m. (Central Standard Time), Monday through Friday, except holidays. The Contractor shall use an answering service, answering machine or email to receive customer requests, questions, and complaints during all times when the telephones are not manned by Contractor's employees. Should Contractor use email to receive customer requests, questions and complaints, Contractor shall utilize software which notifies customers of the receipt of any email.

13. COMPLAINTS

The Contractor shall respond to all requests, questions, and complaints from Customers or County within twenty-four (24) hours or the next working day, whichever is later.

The Contractor shall provide, at the Contract Administrator's request, a full written description of any complaint, and the disposition of any complaint, involving a claim of personal injury or damages to any private or public property as a result of Contractor's actions in the incorporated or unincorporated areas of Escambia County.

14. NOTICES TO CUSTOMERS

On or before January 15th of each year during the Term of this Agreement, or within 15 days of execution of this agreement by Contract Administrator, Contractor shall provide each Customer with a notice that contains the following language:

REGULATION BY ESCAMBIA COUNTY

Escambia County regulates those companies (Contractors) that collect and dispose of commercial solid waste in the unincorporated County. The terms and conditions of your commercial solid waste collection contract with a Contractor are subject to County's regulations. If you have any questions regarding the terms and conditions of your contract, you may call County's Contract Administrator Patrick T. Johnson, at (850) 937.2160 or submit an email to him at ptjohnson@myescambia.com

RATES FOR SERVICES

At least once each month, we, the Contractor, must provide you with a written billing statement that identifies all of the rates and fees that you must pay for the solid waste services you receive. The bill must identify any fees that Contractor is charging for special services. The bill also must identify any charges that are based on County's solid waste tipping fee or franchise fee.

If County reduced the franchise fee paid by Contractor, and the reduction occurred after Contractor distributed its last notice to its Customers pursuant to this section of this Agreement, then Contractor shall include the following language in the next notice that Contractor provides to its Customers:

REDUCTIONS IN SOLID WASTE FEES

Escambia County reduced the amount of County's solid waste franchise fee from \$____ [insert old rate] per cubic yard per collection to \$_____ [insert new rate], effective _____ [insert date]. We, the Contractor must reduce your bill by an equal amount. Please call County's Contract Administrator if you have any questions about the amount of the fees that you must pay to us, the Contractor.

On or before January 30th of each year during the Term of this Agreement, or within 30 days of execution of the agreement by Contract Administrator, Contractor shall provide the Contract Administrator with: (a) a copy of the notice that was provided to Contractor's Customers; and (b) a written confirmation that timely notice was provided to all of Contractor's Customers, in the manner required by this Agreement.

15. YARD WASTE

Yard Waste shall be collected separately from Commercial Solid Waste. All grass clippings, leaves, pine needles and other loose vegetative materials shall be bagged or containerized. Yard Waste must not be greater than six (6) feet in length, with the exception of palm fronds and Christmas trees, and must not weigh more than 50 pounds per piece.

16. SPILLAGE

Contractor shall not litter or spill Solid Waste in the Service Area. The Contractor shall enclose or cover all Solid Waste that Contractor hauls within the Service Area to ensure that leaking, spilling and blowing of Solid Waste from Contractor's vehicles is prevented. If Contractor's activities cause spillage, leakage, or litter, Contractor shall immediately pick up and process or dispose of the Solid Waste.

17. USE OF DESIGNATED SOLID WASTE MANAGEMENT FACILITIES

If Contractor collects or receives any Commercial Solid Waste that has been generated or produced in the unincorporated areas of Escambia County, including Santa Rosa Island, then Contractor shall deliver that Commercial Solid Waste to the Designated Facility except as otherwise provided in Section 27 of this Agreement. For the purposes of this Agreement, the Designated Facility is County's Perdido Landfill or Palafox Transfer Station.

18. FRANCHISE FEES

Contractor shall pay a franchise fee to County, subject to the provisions of this Agreement. The franchise fee shall be (a) \$0.83 per cubic yard of capacity in a Container or Garbage Cart and (b) \$1.65 per cubic yard of capacity in a Compactor.

Contractor shall not be required to pay a franchise fee (i.e., a per cubic yard rate) that is higher than the rate charged by County to any other Person providing Commercial Solid Waste

Collection Service in the Service Area.

The franchise fee shall be paid for each Container, Garbage Cart and Compactor that is used to collect Commercial Solid Waste in the Service Area. The total amount to be paid by Contractor shall be based on the total number of times that Commercial Solid Waste is collected from each Compactor, Garbage Cart and Container during the relevant billing period. For each Container, Garbage Cart and Compactor, Contractor shall use the following formula to calculate the total amount that must be paid to County:

$$CC \times FF \times NC = \text{Amount Due to County}$$

In this formula, "CC" is the capacity of the Container, Garbage Cart or Compactor, "FF" is the franchise fee applicable to a cubic yard of Solid Waste collected in the Container, Garbage Cart or Compactor, and "NC" is the number of times that Contractor collected Commercial Solid Waste from the Container, Garbage Cart or Compactor during the relevant billing period.

Subject to the provisions of Section 20 of this Agreement, Contractor shall not be obligated to pay County a franchise fee for the Collection of Commercial Solid Waste from a Customer if Contractor does not receive payment from the Customer for that service.

19. CHANGES IN THE AMOUNT OF FRANCHISE FEES

County may decrease the amount of the franchise fee as often as County chooses, but County shall not increase the franchise fee more than twice per year.

If County decreases the amount of the franchise fee, Contractor shall reduce its charges to its Customers by an equal or greater amount. The reduction in the franchise fee shall be shown in all billing statements that Contractor issues to its Customers after the effective date of the change in the franchise fee, or ninety (90) days after the Board votes to reduce the franchise fee, whichever is later.

If County increases the amount of the franchise fee, Contractor may increase its charges to its Customers by an equal or lesser amount. The increase in the franchise fee shall not be charged to Contractor's Customers, and Contractor shall not be required to pay County for the increase in the franchise fee, until the increase in the franchise fee becomes effective or until ninety (90) days after the Board votes to increase the franchise fee, whichever is later.

20. PAYMENT OF FRANCHISE FEES AND STATEMENT OF COMPLIANCE

The Contractor shall pay the franchise fees to County on a monthly basis. Each monthly payment shall be based on the Commercial Solid Waste Collection Service provided by Contractor during the preceding month. The monthly payments shall be delivered to the Contract Administrator no later than 20 days after the end of the month when Contractor's service was provided. If Contractor or Contract Administrator subsequently discovers an error in any payment submitted to the Contract Administrator, Contractor shall submit a revised report and shall pay the additional franchise fee, if any, within thirty (30) days after the error is discovered.

The following documentation shall accompany all payments in order to correctly calculate the amount of the franchise fee that is due and owing to County:

- The number of Containers, Garbage Carts and Compactors used by Contractor's Customers
- The capacity of each Container, Garbage Cart and Compactor
- The number of times the Solid Waste in each Container, Garbage Cart and Compactor was collected
- The dates and amounts of any deliveries of Commercial Solid Waste to another Person pursuant to Section 27.C of this Agreement.
- A signed Statement of Compliance from Contractor, acknowledging the following:

I, the undersigned, confirm that Titan Waste Services, Inc.
(Company Name)

is operating in compliance with the requirements of this Agreement. The information supplied herein for the reporting of Franchise tonnage and fees is accurate, true and complete, and the funds submitted are to pay the sum due under this Agreement for the preceding calendar month.

Reporting Month and Year:

Titan Waste Services, Inc.
Company Name:

Authorized Signature:

Telephone No.:

Printed Name:

Title:

Date:

21. AUDITED FINANCIAL REPORT AND RIGHT OF INSPECTION AND AUDIT

The Contract Administrator may require Contractor to provide an audited financial report to demonstrate that Contractor has fully paid: (a) the franchise fee for the preceding year; and (b) the amount, if any, owing pursuant to Section 27 of this Agreement for the preceding year. The financial report also shall state whether, and the extent to which, Contractor has received payment during the preceding year from Customers that previously were used to justify a credit for Contractor pursuant to Section 20.

In the event an audited financial report is required, the audited financial report shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles. The financial report shall be delivered to the Contract Administrator within 120 days of demand by Contract Administrator unless the Contract Administrator gives prior written approval for a different deadline.

The Contract Administrator and County's auditors shall have the right to inspect Contractor's books and records related to Contractor's performance under this Agreement. The inspections shall be allowed at any time during normal business hours, but County shall provide at least two (2) days advance written notice before County commences an inspection of Contractor's books and records. Among other things, County's auditors shall be allowed to review Contractor's

Contracts with its Customers, and shall be allowed to communicate directly with Contractor's Customers, for the purpose of determining whether Contractor is in compliance with this Agreement. However, County's auditors shall not reveal any trade secrets or proprietary information obtained during their review of Contractor's books and records.

22. TIPPING FEES

Subject to the provisions of this Agreement, Contractor shall pay a tipping fee to County for each ton of Solid Waste that is delivered by Contractor to the Designated Facility.

The tipping fee at the Perdido Landfill is \$40.65 per ton of solid waste. The tipping fee at the Palafox Transfer Station is \$48.65 per ton of solid waste. Tipping fees shall be established by the Board by resolution and are incorporated by reference herein. Tipping fees may increase or decrease pursuant to resolution adopted by the Board.

During the Term of this Agreement, the tipping fee paid by Contractor for the disposal of Commercial Solid Waste at the Designated Facility shall not be greater than the tipping fee paid by any other Person delivering the same type of Solid Waste to the Designated Facility.

23. CHANGES IN THE AMOUNT OF TIPPING FEE

County may reduce the amount of the tipping fee at the Designated Facility at any time, but County shall not increase the amount of the tipping fee more than twice per year.

If County increases the amount of the tipping fee, Contractor shall not be required to pay the increased tipping fee until the increase in the tipping fee becomes effective, or until ninety (90) days after the Board votes to increase the tipping fee, whichever is later.

24. CALCULATION OF TONNAGE

For the purposes of this Agreement, County and Contractor agree to use the following assumptions when calculating tonnages: (a) one cubic yard of uncompacted Commercial Solid Waste weighs 80 pounds; and (b) one cubic yard of compacted Commercial Solid Waste weighs 480 pounds.

25. FAILURE TO DELIVER COMMERCIAL SOLID WASTE TO DESIGNATED FACILITY

In any year during the Term of this Agreement, if Contractor collects or receives Commercial Solid Waste that has been generated or produced in the Service Area, but Contractor fails to deliver all of that Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, then Contractor shall: (a) pay County for the shortfall in tonnage; or (b) deliver an equivalent amount of Commercial Solid Waste to the Designated Facility; or (c) demonstrate that the shortfall in tonnage is the responsibility of another Person, as described in Section 27.C., below.

- A. The following formula shall be used to calculate the amount that must be paid to County:

$$(TT - AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD)

is the amount of Commercial Solid Waste that Contractor delivered to the Designated Facility during the year, (TF) is the average tipping fee that County charged during the year for the disposal of Commercial Solid Waste at the Designated Facility, and (AO) is the amount owing from Contractor to County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for Commercial Solid Waste that was in effect at the Designated Facility on the first day of each month during the preceding calendar year; (b) adding these 12 monthly values; and (c) dividing by 12.

- B. If Contractor elects to deliver an equivalent amount of Commercial Solid Waste, the Commercial Solid Waste shall be collected from the incorporated or unincorporated areas of County. Contractor shall not deliver Solid Waste that has been generated outside of Escambia County to fulfill Contractor's obligations under this Agreement, unless Contractor receives the prior, express written approval of County Administrator.
- C. The Contractor shall not be required to pay for any shortfall in tonnage that results solely because Contractor delivered the Commercial Solid Waste collected within the Service Area to another Person, provided that: (i) such Person has a valid franchise agreement or other valid contract with County at the time when the Commercial Solid Waste is delivered by Contractor and the franchise agreement or contract requires the Person to deliver Contractor's Commercial Solid Waste to the Perdido Landfill; or (ii) County gives its advance written approval to Contractor for the delivery of the Commercial Solid Waste to such Person. If Contractor delivers Commercial Solid Waste to another Person pursuant to subparagraphs (i) or (ii), above, Contractor shall (upon request) provide County with verifiable records identifying the dates and amounts whenever Commercial Solid Waste collected within the Service Area was delivered from Contractor to the other Person.
- D. County may unilaterally revoke the provisions of Section 27.C. of this Agreement if for any reason County is unable to compel the other Person to either deliver an equivalent amount of Commercial Solid Waste to the Designated Facility or pay County in compliance with the requirements of Section 27. Any revocation of Section 27.C. shall not become effective until appropriate notice of the revocation is delivered in writing to Contractor.

26. PERMITS AND LICENSES

At its expense, Contractor shall obtain all permits, licenses and approvals required by law for Contractor's activities under this Agreement. The Contractor shall maintain these permits, licenses and approvals in full force and effect at all times during the Term of this Agreement.

27. INSURANCE

The Contractor shall purchase at its cost and maintain at all times the insurance coverage described in paragraphs A, B and C, below. The Board and County shall by endorsement be additional named insureds under these policies. All liability insurance shall be on the "occurrence form." The insurance coverages and limits required under this Agreement must be evidenced by properly executed certificates of insurance submitted to County at least seven (7) days before Contractor commences work under this Agreement. Current certificates of

insurance evidencing the required coverage must be on file with County at all times.

Updated certificates of insurance must be provided to County on or before the expiration date of each year during the Term of this Agreement. All insurance carriers shall be "A" rated and shall have a financial rating size of "IX" or better, according to the A. M. Best Key Rating Guide. The certificates of insurance must expressly state that County is entitled to receive at least forty-five (45) days advance notice before any cancellation or reduction in insurance coverage takes effect. Umbrella and/or excess liability coverage may be purchased to make up the difference between the primary limit and the required limit. Contractor also may use self-insurance to satisfy part or all of the requirements of this section, if Contractor maintains a qualified self-insurance plan that satisfies the requirements of applicable law.

County's receipt of certificates or other documentation of insurance from Contractor which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements of this Agreement. The Contractor agrees that its obligation to indemnify County pursuant to this Agreement shall not be limited by the type or amount of insurance provided by Contractor pursuant to this Agreement.

- A. Workers' compensation and employer's liability insurance shall be maintained by Contractor in compliance with the laws of the State of Florida at all times during the Term of this Agreement. The employer's liability insurance shall provide coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each person-accident, and Five Hundred Thousand Dollars (\$500,000) for each person-disease, and Five Hundred Thousand Dollars (\$500,000) aggregate.
- B. At all times during the Term of this Agreement, Contractor shall maintain a commercial general liability insurance policy with minimum combined single limits of coverage in the amount of Five Million Dollars (\$5,000,000), including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability, independent contractors, premises/operations, products and completed operations, and fire liability. The coverage for contractual liability must specify that it applies to the indemnification and hold harmless provisions of this Agreement.
- C. Automobile liability insurance shall be maintained by Contractor at all times during the Term of this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage, personal injury and death, for all hired, owned, and non-owned vehicles used by Contractor in the incorporated or unincorporated areas of Escambia County.

The insurance requirements under this Agreement may be revised by County, provided that County applies the revised requirements to any other Person that has a non-exclusive franchise from County for the Collection of Commercial Solid Waste. Contractor shall be given at least sixty (60) days to comply with any revised insurance requirements.

28. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold County harmless from any and all liabilities, losses, penalties, costs or damages County may suffer as a result of any claims, suits, demands, or judgments against County arising out of or in any way related to the acts or

omissions of Contractor under this Agreement. Contractor shall not be required to indemnify or hold County harmless for any act or omission caused solely by the negligent or willful misconduct of County.

29. CONTRACTOR'S RECORDS

The Contractor shall keep and maintain its records concerning the Commercial Solid Waste Collection Service that Contractor provided during the term of this Agreement. The records shall include all of Contractor's Contracts with its Customers.

The records shall be kept in Contractor's office in Escambia County or, if Contractor does not have an office in Escambia County, Contractor shall deliver the records to the Contract Administrator within 10 business days after receiving a written request from the Contract Administrator for such records. The records shall be kept intact and available for inspection during the term of this Agreement and for two years after the termination of this Agreement.

30. POINT OF CONTACT

All discussions, notices, and payments between Contractor and County concerning this Agreement shall be directed by Contractor to the Contract Administrator, as designated in Section 31, except as otherwise provided herein.

31. NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To County:

**Escambia County Solid Waste Management
Attention: Contract Administrator
13009 Beulah Road
Cantonment, FL 32533-8831**

**Copy to: County Attorney
221 Palafox Place
Pensacola, FL 32502**

As to Contractor:

(address)

Notices shall be effective when received at the addresses specified above. Changes in these addresses may be made from time to time by written notice.

32. ANNUAL CERTIFICATION OF COMPLIANCE

The Contractor shall prepare, maintain and keep current all of the documents and reports required by this Agreement. On or before January 30th of each year during the Term of this Agreement, Contractor shall certify to County that: (a) all required documents are current and on file, including but not limited to certificates of insurance, drivers licenses, and lists of key personnel and equipment; (b) all franchise fees, tipping fees, and payments pursuant to Sections 18, 22 and 25 of this Agreement have been calculated correctly and paid in full for the prior year; and (c) all notices have been provided in compliance with the requirements in Section 14 of this Agreement.

33. UNCONTROLLABLE CIRCUMSTANCES

Neither County nor Contractor shall be in default of this Agreement if delays in or failure of performance are due to Uncontrollable Forces, the effect of which the non-performing party could not avoid by the exercise of reasonable diligence. Neither party shall, however, be excused from performance if nonperformance is due to forces or events that are preventable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

34. ADMINISTRATIVE CHARGES

Subject to the provisions of this Agreement, County Administrator may collect administrative charges from Contractor.

- A. The administrative charge shall be \$500 per incident for each of the following events:
 - 1. Failure to maintain minimum office hours, as required in Section 12 of this Agreement;
 - 2. Failure to provide properly licensed and qualified equipment operators, as required in Section 10 of this Agreement;
 - 3. Failure to provide documents and reports to County in the manner required in Sections 21 and 32 of this Agreement;
 - 4. Failure to replace a damaged Container or Garbage Cart within five business days after receiving a written request to do so, as required by Section 6 of this Agreement;
 - 5. Failure to pick up or clean up Contractor's spillage of Solid Waste immediately, as required in Section 16 of this Agreement;
 - 6. Failure to cover Solid Waste that is being transported in a collection vehicle, as required in Section 16 of this Agreement;
 - 7. Failure to display Contractor's name on Contractor's vehicles, as required

in Section 11 of this Agreement, or failure to display Contractor's name and phone number, individual number in the size specified on Containers, or failure to display individual vehicle numbers in the size specified as required in Section 6 of this Agreement;

8. Failure to respond to Customer calls or complaints in a timely manner, as required in Section 13 of this Agreement.

B. The administrative charge shall be \$1,000 for each of the following events:

1. Failure to provide timely public notices pursuant to Section 14 of this Agreement;
2. Failure to adjust a Customer's bill in the manner required by Section 19 of this Agreement.

The administrative charge for subparagraph A., above, is intended to apply only one time to each failure to give notice, even if the failure to give notice involved more than one Customer.

County Administrator shall notify Contractor in writing of any administrative charge that will be assessed against Contractor and the basis for each assessment. If Contractor wishes to contest any administrative charge, Contractor shall have fifteen (15) calendar days after the receipt of County's notice in which to meet with County Administrator and discuss the proposed administrative charge. If Contractor and County Administrator are unable to agree about the proposed administrative charge, Contractor shall submit a written request for a hearing before the Board. Contractor's request shall be delivered to County Administrator within 21 calendar days after Contractor's receipt of County's notice regarding the proposed administrative charge.

If a hearing is requested, County Administrator shall provide Contractor with at least 14 days advance notice of the time, date, and place of the hearing before the Board. At the hearing, the Board shall fully and fairly consider Contractor's objections and defense to the proposed administrative charge. After hearing the information presented by Contractor and County Administrator, the Board shall decide whether, and the extent to which, an administrative charge should be collected from Contractor. The Board's action shall be based on the decision of a majority of those that are in attendance and able to vote, without a conflict of interest.

Unless the proposed administrative charge is dismissed by County Administrator or the Board, Contractor shall pay the administrative charge within thirty (30) days after receipt of the notice from County Administrator or, if the case is heard by the Board, within thirty (30) days after the Board's decision.

35. DEFAULT BY CONTRACTOR

The Board may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the occurrence of any one of the following events:

- A. Contractor admits in writing that it is bankrupt, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement for its reorganization or the re-adjustment of its indebtedness under the Federal bankruptcy laws or under any other law, or consents to the appointment of a receiver, trustee or liquidator for all or substantially all of its property; or

- B. Contractor is adjudged bankrupt, or an order is issued approving a petition filed by any one of the creditors or stockholders of Contractor for the reorganization or readjustment of its indebtedness; or
- C. By or pursuant to any legislative act or order of any court, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Contractor; or
- D. Contractor defaults, by failing or refusing to perform or comply with the material terms, conditions or covenants in this Agreement, provided the default is not cured within thirty (30) days of receipt of written notice from County Administrator to do so.

If Contractor fails to deliver all of its Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, and fails to pay the amounts owing to County in the manner required in Section 25 of this Agreement, County may terminate this Agreement and collect damages from Contractor. For the purposes of this paragraph, County's damages shall include but not be limited to the revenues (e.g., tipping fees and franchise fees) that County would have received from Contractor during the remainder of the Term of this Agreement if Contractor had not defaulted. At a minimum, County's lost revenues for each year remaining under this Agreement shall be deemed to be at least as great as the revenues collected during the year prior to the termination of this Agreement.

If Contractor has frequently, regularly or repetitively defaulted in the performance of any of the material conditions or requirements contained in this Agreement, the Board may in its sole discretion deem Contractor to be a habitual violator, regardless of whether Contractor has corrected each individual condition of default. Under such circumstances, Contractor shall forfeit its right to any grace period to correct or cure future defaults. All of Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. County shall issue a written notice to Contractor that Contractor has been deemed a habitual violator and any single default by Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, County may terminate this Agreement by giving a written notice to Contractor.

In the event of any termination pursuant to the provisions in this section, the termination shall be effective upon the date specified in County's written notice to Contractor. Upon said date, this Agreement shall be deemed immediately terminated and all liability of County under this Agreement to Contractor shall cease. This section creates a supplemental and additional means of terminating this Agreement and shall not be deemed to be in lieu of any other remedy available at law or in equity.

If Contractor fails to comply with the requirements of this Agreement concerning the payment of any franchise fee, tipping fee, administrative charge, or other sum that is due and owing to County, Contractor shall be in default of this Agreement and County may pursue any and all of its remedies against Contractor. In any such case, County shall be entitled to recover: (a) the full amount that is due and owing; (b) interest, which shall accrue at the legal rate established pursuant to Section 55.03, Florida Statutes, beginning from the earliest date allowed by law; (c) all court costs; and (d) all collection costs, including but not limited to the cost of any audits, reports, or investigations, whether conducted by County staff or another Person.

36. DEFAULT BY COUNTY

- A. County shall be in default if County: (a) grants an exclusive franchise for the Collection of Commercial Solid Waste within the Service Area during the Term of this Agreement; or (b) terminates this Agreement without cause. If County defaults in this fashion and fails to cure the default within 30 days after receiving written notice of the default from Contractor, Contractor may terminate this Agreement and recover its damages. For the purposes of this paragraph, Contractor's damages shall include, but not be limited to, the profits that Contractor would have earned during the remainder of the Term of this Agreement if County had not defaulted.

- B. County will be in default, and Contractor may terminate this Agreement after providing notice and 30 days to cure, if County: (a) closes the portion of the Perdido Landfill that is used for the disposal of Garbage (i.e., the area designated by the Florida Department of Environmental Protection as a Class I landfill); (b) allows any Person (other than County) to own or operate the portion of the Perdido Landfill used for the disposal of Garbage; or (c) requires Contractor to use a new Designated Facility (i.e., other than the Perdido Landfill), without obtaining the prior written approval of Contractor. In these circumstances, if Contractor does not terminate this Agreement, Contractor may continue to collect Commercial Solid Waste in the Service Area, subject to the terms and conditions set forth in this Agreement, but Contractor shall not be obligated to deliver the Commercial Solid Waste that it collects to the Designated Facility. If Contractor does not deliver its Solid Waste to the Designated Facility, Contractor shall not be obligated to pay a tipping fee to County for such waste. With regard to the acts of default described in this paragraph, County shall not be liable to Contractor for damages or any other relief, except as provided in this paragraph.

- C. If County charges any Person a tipping fee at the Designated Facility, or a franchise fee for the Collection of Commercial Solid Waste in the Service Area, that is lower than the comparable fee that County charges Contractor under this Agreement, this Agreement shall be amended automatically (without the need for further action by the Board) to authorize Contractor to pay the lower tipping fee or franchise fee. Thereafter, the tipping fees and franchise fees paid by Contractor may be increased only if the increased fees paid by Contractor are no greater than the fees paid by any other Person.

37. REMEDIES

Except with regard to the remedies provided in Section 36.B. of this Agreement, all of the remedies provided in this Agreement shall be deemed cumulative and supplemental to all other remedies available under this Agreement, at law, or in equity. The selection of any remedy under this Agreement shall not be construed or interpreted to be a waiver of any other right or remedy available under this Agreement or at law or in equity.

If it becomes necessary for County or Contractor to file a lawsuit against the other for the purposes of enforcing or interpreting any provision of this Agreement, the prevailing party in such lawsuit shall be entitled to recover their court costs and reasonable attorneys fees.

38. SURVIVABILITY

Any term, condition, covenant or obligation in this Agreement which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

39. WAIVER OF PERFORMANCE

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of County or Contractor thereafter to enforce same. Nor shall waiver by County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any subsequent breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement. Any waiver by County must be approved in advance and signed by County Administrator.

40. TITLE TO WASTE

Except as provided in this Section 40, County shall own and hold title to all Commercial Solid Waste and Recyclable Material collected by Contractor in the Service Area pursuant to this Agreement. Contractor shall have no right to take, keep, process, alter, remove or dispose of any such material without the prior written authorization of the Contract Administrator.

The provisions of the preceding paragraph shall not apply to any Commercial Solid Waste: (a) for which Contractor has made complete and timely payments to County in compliance with the requirements of Section 25 of this Agreement; or (b) collected by Contractor after a default by County under Section 36.B.

The Contractor may take, keep, process, alter, and sell Recyclable Material that is collected by Contractor in the Service Area in accordance with the provisions of this Agreement, but only if the Recyclable Material is recycled, and the amount of such Recyclable Material is reported to Contractor Administrator on an annual basis. The preceding sentence does not apply to any material destined for any use that constitutes disposal. Any materials that are not recycled, including any materials that remain after Recyclable Materials are removed from a mixed load of Commercial Solid Waste, are Commercial Solid Waste and shall be delivered to the Designated Facility.

41. ASSIGNMENT OR TRANSFER

No assignment, transfer, sale, or acquisition (collectively referred to in this section as an "assignment") of this Agreement or any right, responsibility or liability occurring under this Agreement shall be made by Contractor without the prior, express written consent of County. Any assignment of this Agreement by Contractor without the express prior written consent of County shall be null and void. Contractor shall retain all liabilities and responsibilities under this Agreement unless an assignment is approved by County Administrator.

County Administrator shall approve an assignment of this Agreement if the assignee: (a) demonstrates that it has the experience, personnel, equipment and financial resources to

comply with the requirements of this Agreement and any applicable local, state or federal law; and (b) submits a written stipulation to County confirming that the assignee will comply with the requirements of this Agreement and any applicable local, state and federal law.

The provisions of this Section 41 shall not apply, and County's approval shall not be required, if a Person acquires a majority of the stock in Contractor, provided that Contractor continues to comply with all of the provisions of this Agreement and any other applicable local, state or federal law.

No assignment of this Agreement shall be made by County without the prior, express written consent of Contractor.

42. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action to interpret or enforce the Agreement shall be brought and maintained in Escambia County, Florida.

43. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

44. INDEPENDENT CONTRACTOR

When performing any activities required by or related to this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of County. Neither Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. Contractor shall have no authority to bind County to any agreement or contract.

The Contractor shall be responsible and liable for the acts and omissions of its officers, officials, employees, and agents, including but not limited to subcontractors.

45. PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of County or Contractor.

46. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that County waives its common law sovereign immunity under Section 768.28, Florida Statutes, or any other limitation

on County's liability.

47. INTERPRETATION OF AGREEMENT

County and Contractor acknowledge that they both had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

48. THIRD-PARTY BENEFICIARIES

No provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

49. WAIVER OF CLAIMS

By entering into this Agreement, Contractor waives any and all existing claims and causes of action that it may have against County that are based on, related to, or arising out of County's use of a non-exclusive franchise system, or a Designated Facility, or this Agreement, in the manner provided herein. This waiver includes, but is not limited to, any claims or causes of action under state or federal law, or the United States Constitution, including claims that are based on, related to, or arising out of any allegation that this Agreement constitutes or implements an unlawful form of Solid Waste "flow control." Contractor further agrees that it will not assert any such claims against County during the Term of this Agreement. However, Contractor does not waive its right to pursue claims based on a default or material breach of this Agreement by County.

50. EQUAL PROTECTION FOR CONTRACTOR

- A. During the Term of this Agreement, Contractor shall be entitled to collect Commercial Solid Waste in the Service Area, subject to the same terms and conditions as any other Person that enters into a Franchise Agreement with County. During the Term of the Agreement, if County enters into a Franchise Agreement that provides rights or remedies to another Person (i.e., other than Contractor) that are different than the ones provided in this Agreement, or if County amends or modifies a Franchise Agreement to provide different rights or remedies to another Person, or if County otherwise allows another Person to collect Commercial Solid Waste in the Service Area pursuant to a Franchise Agreement with terms and conditions that are different than the ones contained in this Agreement, then County shall amend this Agreement, if requested to do so by Contractor, to make the terms and conditions of this Agreement consistent with the other Person's Franchise Agreement. In any such case, Contractor shall be entitled to enjoy the same benefits as the other Person, provided Contractor accepts and complies with the same obligations and responsibilities as the other Person.
- B. County shall enforce the terms and conditions of this Agreement in a manner that is consistent with County's enforcement of any other Franchise Agreement. If County wrongfully fails or refuses to enforce the terms of a Franchise Agreement

held by another Person (i.e., other than Contractor) for forty-five (45) days after Contractor has delivered written notice to County, then Contractor shall be entitled to operate in the same manner as the other Person, until such time as County enforces its Franchise Agreement against the other Person.

51. MERGER CLAUSE

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

CONTRACTOR

Escambia County Board of County Commissioners

BY: *Larry Pellegrino*
As the Duly Authorized Representative of Contractor

BY: *Charles R. Oliver*
Charles R. "Randy" Oliver
County Administrator

Larry Pellegrino
(Print or Type Name)

Date: 12/1/11

Title Vice President

Witness *Shirley S. Gafford*

Date: 10/27/11

Witness *Judy M. Witterstater*

STATE OF FLORIDA
COUNTY OF ESCAMBIA Santa Rosa

On this 27 day of October, 2011, personally appeared before me, Larry Pellegrino whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed instrument.

Witness my hand and official seal.

Sandra K. LeBouf
Notary Public Signature



SANDRA K. LEBOUF
MY COMMISSION # EE 070601
EXPIRES: April 2, 2015
Bonded Thru Budget Notary Services

(Notary Seal)

4/2/15
Commission Expires

This document approved as to form and legal sufficiency.
By: *Melissa Lopez*
Title: DEPT. CITY ATTY
Date: 8-30-11

**NON-EXCLUSIVE LONG TERM FRANCHISE AGREEMENT
FOR THE COLLECTION OF COMMERCIAL SOLID WASTE**

This Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste (Agreement) is made and entered into this 1st day of January, 2012, between Escambia County (County) and Waste Management, Inc. of Florida ("Contractor").

WHEREAS, Contractor wishes to collect and transport certain types of solid waste that are generated in Escambia County; and

WHEREAS, County wishes to ensure that Contractor's activities in Escambia County are performed in accordance with all applicable laws and are consistent with the public interest; and

WHEREAS, on August 4, 1992, the Board of County Commissioners (Board) adopted Ordinance No. 92-28, which establishes County's procedures for issuing franchises for the collection and disposal of solid waste; and

WHEREAS, on September 1, 2011, the Board approved this Agreement with Contractor, in accordance with the provisions of Ordinance No. 92-28, and subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to comply with and be bound by the following provisions of this Agreement.

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1. DEFINITIONS

The words used in this Agreement shall have the meanings set forth in the following definitions. If a definition in this Agreement conflicts with a definition contained in any federal, state or local law, the definition contained herein shall prevail when interpreting the terms of this Agreement. However, nothing contained in this Agreement shall be interpreted to require Contractor or County to undertake any conduct that is contrary to federal, state or local law.

- A. **Agreement** shall mean this written contract between Escambia County and Contractor.
- B. **Biomedical Waste** shall mean any Solid Waste or liquid waste which may present a threat of infection to humans. Biomedical Waste includes those wastes which may cause disease or harbor pathogenic organisms, including but not limited to wastes from human and veterinary clinics and hospitals, such as tissue, blood, discarded bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. **Board** shall mean the Board of County Commissioners of Escambia County, Florida.
- D. **Bulky Waste** shall mean any non-vegetative item whose large size or weight precludes or complicates their handling by normal methods. Bulky Waste includes but is not limited to furniture, bicycles, inoperative and discarded refrigerators, ranges, toilets, water softeners, washers, dryers, bath tubs, water heaters, sinks, and other large appliances.
- E. **Collection** shall mean the process whereby Solid Waste is removed from the location where it is generated and then transported to a Designated Facility.
- F. **Commercial Solid Waste** shall mean any Garbage, Bulky Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have six (6) or more

Residential Units; and (vi) other sites that do not generate Residential Solid Waste.

- G. Commercial Solid Waste Collection Service** shall mean the Collection of Commercial Solid Waste within the Service Area.
- H. Compactor** shall mean any Container which has a compaction mechanism, whether stationary or mobile.
- I. Construction and Demolition Debris (C&DD)** shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a project.
- J. Container** shall mean any roll-on/roll-off box that is used to collect Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically dumped into a loader-packer type truck.
- K. Contract** shall mean the written agreement between Contractor and a Customer that describes the terms and conditions under which Contractor shall provide Commercial Solid Waste Collection Service.
- L. Contractor** shall mean Waste Management, Inc. of Florida and its successors and assigns.
- M. Contract Administrator** shall mean County Administrator or his or her designee.
- N. County** shall mean Escambia County, a political subdivision of the State of Florida.
- O. Customer** shall mean a Person that obtains Commercial Solid Waste Collection Service from Contractor.
- P. Designated Facility** shall mean a facility designated in writing by County for the processing or disposal of the Solid Waste delivered by Contractor in accordance with this Agreement.
- Q. Effective Date** shall mean the date when this Agreement is signed by a duly authorized County representative.
- R. Franchise Agreement** shall mean a non-exclusive long term franchise agreement from County for the collection of Commercial Solid Waste in the Service Area. To satisfy this definition, a Franchise Agreement must have a minimum term greater than one year and must require the franchisee to deliver Commercial Solid Waste to the Designated Facility.
- S. Garbage** shall mean all putrescible waste, including but not limited to kitchen and table food waste, as well as animal, vegetative, and organic waste that is

attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that is Special Waste.

- T. **Garbage Cart** shall mean any commonly available Solid Waste receptacle, made of light gauge steel, plastic, or other non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and having a capacity of at least 64 gallons.
- U. **Hazardous Waste** shall mean any Solid Waste that is regulated by the Florida Department of Environmental Regulation as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, state or federal law.
- V. **Industrial Solid Waste** shall mean any Solid Waste that is generated by manufacturing or industrial processes and is not a Hazardous Waste. Industrial Solid Waste may include, but is not limited to waste materials resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- W. **Person** shall mean any and all persons, natural or artificial, including any individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.
- X. **Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.
- Y. **Recyclable Material** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- Z. **Residential Recyclables** shall mean Recyclable Material: (i) originating from residential property occupied by five (5) or fewer Residential Units per parcel of property; or (ii) contained in or mixed with Residential Solid Waste.
- AA. **Residential Solid Waste** shall mean all Solid Waste originating from residential property occupied by five (5) or fewer Residential Units per parcel of land.
- BB. **Residential Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

- CC. Service Area** shall mean all of the unincorporated areas of Escambia County, except those areas located on Santa Rosa Island.
- DD. Solid Waste** shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- EE. Special Waste** shall mean Solid Waste that requires special handling and management, including but not limited to waste tires, used oil, lead acid batteries, C&D, ash residue, yard trash, Biomedical Waste, Industrial Solid Waste, biological waste, automobiles, boats, internal combustion engines, sludge, dead animals, septic tank waste, liquid waste, and Hazardous Waste.
- FF. Term** shall mean the period of time when this Agreement is in effect.
- GG. Trash** shall mean all accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment and utensils. Trash does not include Garbage or Yard Waste.
- HH. Uncontrollable Forces** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. Uncontrollable Forces include but are not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- II. Yard Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance, including but not limited to grass clippings, palm fronds, tree branches and other similar matter.

2. NON-EXCLUSIVE FRANCHISE FOR COMMERCIAL SOLID WASTE

Subject to the conditions and limitations contained in this Agreement, County hereby grants a non-exclusive franchise to Contractor for the Collection of Commercial Solid Waste in the Service Area. The Contractor shall be solely responsible for the billing and collection of its fees for any Commercial Solid Waste Collection Service that it provides.

This Agreement does not grant any rights that are not expressly identified and conveyed by the specific terms of this Agreement. Among other things, this Agreement does not authorize Contractor to collect or process Residential Solid Waste or Residential Recyclables in the Service Area. This Agreement does not authorize Contractor to collect or process any type of Solid Waste in the incorporated areas of County. This Agreement does not apply to the collection or processing of C&DD.

3. TERM OF FRANCHISE

This Agreement shall begin on January 1, 2012, or the Effective Date, whichever is later, and shall expire on December 31, 2014, unless the Agreement is terminated earlier in accordance with the provisions of this Agreement. With the consent of the Board of Commissioners, this Agreement may be renewed for an additional Term of two (2) years.

Before the end of the Term (i.e., on or before December 31, 2014), the Board shall hold a duly noticed public meeting to determine whether County should consent to an additional two year term. This Agreement shall terminate automatically unless the Board votes to approve an additional two year term, at a duly noticed public meeting held prior to the end of the initial Term.

4. MINIMUM REQUIREMENTS FOR COLLECTION SERVICE

This Agreement establishes the minimum requirements for any Commercial Solid Waste Collection Service provided by Contractor in the Service Area. Any such service shall be consistent and in compliance with the requirements in this Agreement and with all applicable local, state and federal laws.

5. FREQUENCY OF SERVICE AND SIZE OF CONTAINERS

Commercial Solid Waste Collection Services shall be provided by Contractor in a manner which ensures that a public nuisance shall not be created and the public health, safety and welfare are protected.

Subject to the other provisions of this Agreement, the size of the Container and the frequency of Collection provided by Contractor shall be determined by the Customer and Contractor. The Contractor shall assist County in ensuring that the size of the Container and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Container.

Commercial Solid Waste Collection Service shall be provided on a regular basis. At a minimum, service shall be provided at least once per week to: all Customers that operate a restaurant, grocery store, or convenience store; all Customers that sell food or generate food wastes; and all Customers that generate Garbage.

The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts.

Notwithstanding anything else contained in this Agreement, the Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator reasonably determines that such action is necessary to satisfy the requirements of this Agreement or protect the public health, safety or welfare.

6. OWNERSHIP AND MAINTENANCE OF CONTAINERS

The Contractor shall provide Containers or a Garbage Cart to a Customer. At its option, however, the Customer may use its own Compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by Contractor must be in good condition and properly maintained. Each Container provided by Contractor shall be labeled with Contractor's name and telephone number in letters and numbers that are plainly visible and at least one (1) inch in size.

The Contractor shall display individual container numbers for all open top and closed containers utilized for the transportation of commercial solid waste. Numbers should be displayed on both sides of the container, in colors which contrast with that of the container, such numbers to be clearly legible and not less than six inches high.

The Contractor shall display individual vehicle numbers for all motor vehicles operating under this Agreement for the transportation of commercial solid waste. Numbers should be displayed on both sides of vehicle, in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than six inches high.

Any Container or Garbage Cart damaged by Contractor shall be repaired or replaced by Contractor within five (5) business days, at no cost to the Customer. The replacement must be similar to the original in style, material, quality, capacity and must display the lettering and numbers described above.

7. CONTRACTS WITH CUSTOMERS

The Contractor shall not provide Commercial Solid Waste Collection Service to a Person in the Service Area unless Contractor has executed a written Contract for such service. Each Contract shall identify the terms and conditions governing the service to be provided by Contractor. At a minimum, the Contract shall identify: the frequency of Collection; the size and number of Containers, Compactors and Garbage Carts (if any) that will be provided by Contractor; the fees that will be charged by Contractor for its services; and the manner by which fees will be collected. All new Contracts and Contract renewals executed after the Effective Date shall expressly and separately identify the amount of any franchise fee, tipping fee, or other County fee that will be collected from the Customer. The terms and conditions of each Contract shall be consistent and in compliance with the provisions of this Agreement. The term of the Contract shall not extend beyond the Term of this Agreement, unless the Contract expressly identifies the date on which this Agreement will terminate and states that Contractor's right to provide Commercial Solid Waste Collection Service in the Service Area in the future is contingent upon County's renewal of this Agreement.

Notwithstanding anything else contained herein, Contractor does not need to execute new or amended Contracts if the Board changes the amount of County's franchise fee, tipping fee, or other fee.

8. HOURS OF COLLECTION

Subject to the provisions of this Agreement, Commercial Solid Waste Collection Service may be provided at any time. However, collection sites located within 150 yards of a residence shall be

collected only between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday. The hours of collection at such sites may be extended due to extraordinary circumstances, provided Contractor receives the prior written consent of the Contract Administrator.

9. MANNER OF COLLECTION

All Containers and Garbage Carts shall be kept in a safe, accessible location agreed upon by Contractor and the Customer. The Contractor shall collect the Solid Waste in the Container or Garbage Cart with as little disturbance as possible and shall leave the Container or Garbage Cart at the same place where it was originally located.

10. CONTRACTOR'S PERSONNEL

The Contractor shall assign a qualified person to supervise and be responsible for Contractor's operations within the Service Area.

At least seven (7) days before commencing work under this Agreement, Contractor shall provide the Contract Administrator with a written list containing the name of Contractor's supervisor, the names of other key personnel, the telephone numbers for the supervisor and other key personnel, and the telephone numbers that are to be used to reach Contractor in the event of an emergency. Contractor shall promptly revise and resubmit this list to the Contract Administrator whenever any of the information in the list is outdated. A current list also shall be submitted to the Contract Administrator on or before January 30th of each year during the Term of this Agreement.

When collecting or transporting Solid Waste in the Service Area, Contractor's employees shall wear a uniform or shirt bearing Contractor's name.

When collecting or transporting Solid Waste in the Service Area, Contractor's drivers shall at all times carry a valid Commercial Drivers License for the type of vehicle that is being driven.

All of Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them. Contractor shall provide routine training in operating and safety procedures for all of Contractor's employees that are directly involved with the Collection or processing of Solid Waste in the Service Area.

Contractor's employees shall treat the public, County's staff, and all Customers in a polite and courteous manner.

11. COLLECTION EQUIPMENT

All motor vehicles, Containers, and other Solid Waste collection equipment used by Contractor shall meet industry standards and shall be maintained in a good, clean, and safe operating condition at all times.

At all times Contractor shall have equipment available to ensure that Contractor can adequately and efficiently perform the duties specified in this Agreement. Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment being replaced.

The Contractor's name shall be prominently displayed on all of the Solid Waste collection vehicles and containers owned by Contractor in the Service Area.

12. CONTRACTOR'S LOCAL OFFICE

Contractor shall maintain an office in Escambia County with at least two local telephone numbers or, in the alternative, Contractor shall maintain at least two toll free telephone numbers that can be called from Escambia County. In either case, Contractor's telephone lines shall be manned at least during normal business hours, 8:00 a.m. to 5:00 p.m. (Central Standard Time), Monday through Friday, except holidays. The Contractor shall use an answering service, answering machine or email to receive customer requests, questions, and complaints during all times when the telephones are not manned by Contractor's employees. Should Contractor use email to receive customer requests, questions and complaints, Contractor shall utilize software which notifies customers of the receipt of any email.

13. COMPLAINTS

The Contractor shall respond to all requests, questions, and complaints from Customers or County within twenty-four (24) hours or the next working day, whichever is later.

The Contractor shall provide, at the Contract Administrator's request, a full written description of any complaint, and the disposition of any complaint, involving a claim of personal injury or damages to any private or public property as a result of Contractor's actions in the incorporated or unincorporated areas of Escambia County.

14. NOTICES TO CUSTOMERS

On or before January 15th of each year during the Term of this Agreement, or within 15 days of execution of this agreement by Contract Administrator, Contractor shall provide each Customer with a notice that contains the following language:

REGULATION BY ESCAMBIA COUNTY

Escambia County regulates those companies (Contractors) that collect and dispose of commercial solid waste in the unincorporated County. The terms and conditions of your commercial solid waste collection contract with a Contractor are subject to County's regulations. If you have any questions regarding the terms and conditions of your contract, you may call County's Contract Administrator Patrick T. Johnson, at (850) 937.2160 or submit an email to him at ptjohnson@myescambia.com

RATES FOR SERVICES

At least once each month, we, the Contractor, must provide you with a written billing statement that identifies all of the rates and fees that you must pay for the solid waste services you receive. The bill must identify any fees that Contractor is charging for special services. The bill also must identify any charges that are based on County's solid waste tipping fee or franchise fee.

If County reduced the franchise fee paid by Contractor, and the reduction occurred after Contractor distributed its last notice to its Customers pursuant to this section of this Agreement, then Contractor shall include the following language in the next notice that Contractor provides to its Customers:

REDUCTIONS IN SOLID WASTE FEES

Escambia County reduced the amount of County's solid waste franchise fee from \$____ [insert old rate] per cubic yard per collection to \$_____ [insert new rate], effective _____ [insert date]. We, the Contractor must reduce your bill by an equal amount. Please call County's Contract Administrator if you have any questions about the amount of the fees that you must pay to us, the Contractor.

On or before January 30th of each year during the Term of this Agreement, or within 30 days of execution of the agreement by Contract Administrator, Contractor shall provide the Contract Administrator with: (a) a copy of the notice that was provided to Contractor's Customers; and (b) a written confirmation that timely notice was provided to all of Contractor's Customers, in the manner required by this Agreement.

15. YARD WASTE

Yard Waste shall be collected separately from Commercial Solid Waste. All grass clippings, leaves, pine needles and other loose vegetative materials shall be bagged or containerized. Yard Waste must not be greater than six (6) feet in length, with the exception of palm fronds and Christmas trees, and must not weigh more than 50 pounds per piece.

16. SPILLAGE

Contractor shall not litter or spill Solid Waste in the Service Area. The Contractor shall enclose or cover all Solid Waste that Contractor hauls within the Service Area to ensure that leaking, spilling and blowing of Solid Waste from Contractor's vehicles is prevented. If Contractor's activities cause spillage, leakage, or litter, Contractor shall immediately pick up and process or dispose of the Solid Waste.

17. USE OF DESIGNATED SOLID WASTE MANAGEMENT FACILITIES

If Contractor collects or receives any Commercial Solid Waste that has been generated or produced in the unincorporated areas of Escambia County, including Santa Rosa Island, then Contractor shall deliver that Commercial Solid Waste to the Designated Facility except as otherwise provided in Section 27 of this Agreement. For the purposes of this Agreement, the Designated Facility is County's Perdido Landfill or Palafox Transfer Station.

18. FRANCHISE FEES

Contractor shall pay a franchise fee to County, subject to the provisions of this Agreement. The franchise fee shall be (a) \$0.83 per cubic yard of capacity in a Container or Garbage Cart and (b) \$1.65 per cubic yard of capacity in a Compactor.

Contractor shall not be required to pay a franchise fee (i.e., a per cubic yard rate) that is higher than the rate charged by County to any other Person providing Commercial Solid Waste

Collection Service in the Service Area.

The franchise fee shall be paid for each Container, Garbage Cart and Compactor that is used to collect Commercial Solid Waste in the Service Area. The total amount to be paid by Contractor shall be based on the total number of times that Commercial Solid Waste is collected from each Compactor, Garbage Cart and Container during the relevant billing period. For each Container, Garbage Cart and Compactor, Contractor shall use the following formula to calculate the total amount that must be paid to County:

$$CC \times FF \times NC = \text{Amount Due to County}$$

In this formula, "CC" is the capacity of the Container, Garbage Cart or Compactor, "FF" is the franchise fee applicable to a cubic yard of Solid Waste collected in the Container, Garbage Cart or Compactor, and "NC" is the number of times that Contractor collected Commercial Solid Waste from the Container, Garbage Cart or Compactor during the relevant billing period.

Subject to the provisions of Section 20 of this Agreement, Contractor shall not be obligated to pay County a franchise fee for the Collection of Commercial Solid Waste from a Customer if Contractor does not receive payment from the Customer for that service.

19. CHANGES IN THE AMOUNT OF FRANCHISE FEES

County may decrease the amount of the franchise fee as often as County chooses, but County shall not increase the franchise fee more than twice per year.

If County decreases the amount of the franchise fee, Contractor shall reduce its charges to its Customers by an equal or greater amount. The reduction in the franchise fee shall be shown in all billing statements that Contractor issues to its Customers after the effective date of the change in the franchise fee, or ninety (90) days after the Board votes to reduce the franchise fee, whichever is later.

If County increases the amount of the franchise fee, Contractor may increase its charges to its Customers by an equal or lesser amount. The increase in the franchise fee shall not be charged to Contractor's Customers, and Contractor shall not be required to pay County for the increase in the franchise fee, until the increase in the franchise fee becomes effective or until ninety (90) days after the Board votes to increase the franchise fee, whichever is later.

20. PAYMENT OF FRANCHISE FEES AND STATEMENT OF COMPLIANCE

The Contractor shall pay the franchise fees to County on a monthly basis. Each monthly payment shall be based on the Commercial Solid Waste Collection Service provided by Contractor during the preceding month. The monthly payments shall be delivered to the Contract Administrator no later than 20 days after the end of the month when Contractor's service was provided. If Contractor or Contract Administrator subsequently discovers an error in any payment submitted to the Contract Administrator, Contractor shall submit a revised report and shall pay the additional franchise fee, if any, within thirty (30) days after the error is discovered.

The following documentation shall accompany all payments in order to correctly calculate the amount of the franchise fee that is due and owing to County:

- The number of Containers, Garbage Carts and Compactors used by Contractor's Customers
- The capacity of each Container, Garbage Cart and Compactor
- The number of times the Solid Waste in each Container, Garbage Cart and Compactor was collected
- The dates and amounts of any deliveries of Commercial Solid Waste to another Person pursuant to Section 27.C of this Agreement.
- A signed Statement of Compliance from Contractor, acknowledging the following:

I, the undersigned, confirm that Waste Management, Inc. of Florida
(Company Name)

is operating in compliance with the requirements of this Agreement. The information supplied herein for the reporting of Franchise tonnage and fees is accurate, true and complete, and the funds submitted are to pay the sum due under this Agreement for the preceding calendar month.

Reporting Month and Year:

Waste Management, Inc. of Florida
Company Name:

Authorized Signature:

Telephone No.:

Printed Name:

Title:

Date:

21. AUDITED FINANCIAL REPORT AND RIGHT OF INSPECTION AND AUDIT

The Contract Administrator may require Contractor to provide an audited financial report to demonstrate that Contractor has fully paid: (a) the franchise fee for the preceding year; and (b) the amount, if any, owing pursuant to Section 27 of this Agreement for the preceding year. The financial report also shall state whether, and the extent to which, Contractor has received payment during the preceding year from Customers that previously were used to justify a credit for Contractor pursuant to Section 20.

In the event an audited financial report is required, the audited financial report shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles. The financial report shall be delivered to the Contract Administrator within 120 days of demand by Contract Administrator unless the Contract Administrator gives prior written approval for a different deadline.

The Contract Administrator and County's auditors shall have the right to inspect Contractor's books and records related to Contractor's performance under this Agreement. The inspections shall be allowed at any time during normal business hours, but County shall provide at least two (2) days advance written notice before County commences an inspection of Contractor's books and records. Among other things, County's auditors shall be allowed to review Contractor's

Contracts with its Customers, and shall be allowed to communicate directly with Contractor's Customers, for the purpose of determining whether Contractor is in compliance with this Agreement. However, County's auditors shall not reveal any trade secrets or proprietary information obtained during their review of Contractor's books and records.

22. TIPPING FEES

Subject to the provisions of this Agreement, Contractor shall pay a tipping fee to County for each ton of Solid Waste that is delivered by Contractor to the Designated Facility.

The tipping fee at the Perdido Landfill is \$40.65 per ton of solid waste. The tipping fee at the Palafox Transfer Station is \$48.65 per ton of solid waste. Tipping fees shall be established by the Board by resolution and are incorporated by reference herein. Tipping fees may increase or decrease pursuant to resolution adopted by the Board.

During the Term of this Agreement, the tipping fee paid by Contractor for the disposal of Commercial Solid Waste at the Designated Facility shall not be greater than the tipping fee paid by any other Person delivering the same type of Solid Waste to the Designated Facility.

23. CHANGES IN THE AMOUNT OF TIPPING FEE

County may reduce the amount of the tipping fee at the Designated Facility at any time, but County shall not increase the amount of the tipping fee more than twice per year.

If County increases the amount of the tipping fee, Contractor shall not be required to pay the increased tipping fee until the increase in the tipping fee becomes effective, or until ninety (90) days after the Board votes to increase the tipping fee, whichever is later.

24. CALCULATION OF TONNAGE

For the purposes of this Agreement, County and Contractor agree to use the following assumptions when calculating tonnages: (a) one cubic yard of uncompacted Commercial Solid Waste weighs 80 pounds; and (b) one cubic yard of compacted Commercial Solid Waste weighs 480 pounds.

25. FAILURE TO DELIVER COMMERCIAL SOLID WASTE TO DESIGNATED FACILITY

In any year during the Term of this Agreement, if Contractor collects or receives Commercial Solid Waste that has been generated or produced in the Service Area, but Contractor fails to deliver all of that Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, then Contractor shall: (a) pay County for the shortfall in tonnage; or (b) deliver an equivalent amount of Commercial Solid Waste to the Designated Facility; or (c) demonstrate that the shortfall in tonnage is the responsibility of another Person, as described in Section 27.C., below.

- A. The following formula shall be used to calculate the amount that must be paid to County:

$$(TT - AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD)

is the amount of Commercial Solid Waste that Contractor delivered to the Designated Facility during the year, (TF) is the average tipping fee that County charged during the year for the disposal of Commercial Solid Waste at the Designated Facility, and (AO) is the amount owing from Contractor to County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for Commercial Solid Waste that was in effect at the Designated Facility on the first day of each month during the preceding calendar year; (b) adding these 12 monthly values; and (c) dividing by 12.

- B. If Contractor elects to deliver an equivalent amount of Commercial Solid Waste, the Commercial Solid Waste shall be collected from the incorporated or unincorporated areas of County. Contractor shall not deliver Solid Waste that has been generated outside of Escambia County to fulfill Contractor's obligations under this Agreement, unless Contractor receives the prior, express written approval of County Administrator.
- C. The Contractor shall not be required to pay for any shortfall in tonnage that results solely because Contractor delivered the Commercial Solid Waste collected within the Service Area to another Person, provided that: (i) such Person has a valid franchise agreement or other valid contract with County at the time when the Commercial Solid Waste is delivered by Contractor and the franchise agreement or contract requires the Person to deliver Contractor's Commercial Solid Waste to the Perdido Landfill; or (ii) County gives its advance written approval to Contractor for the delivery of the Commercial Solid Waste to such Person. If Contractor delivers Commercial Solid Waste to another Person pursuant to subparagraphs (i) or (ii), above, Contractor shall (upon request) provide County with verifiable records identifying the dates and amounts whenever Commercial Solid Waste collected within the Service Area was delivered from Contractor to the other Person.
- D. County may unilaterally revoke the provisions of Section 27.C. of this Agreement if for any reason County is unable to compel the other Person to either deliver an equivalent amount of Commercial Solid Waste to the Designated Facility or pay County in compliance with the requirements of Section 27. Any revocation of Section 27.C. shall not become effective until appropriate notice of the revocation is delivered in writing to Contractor.

26. PERMITS AND LICENSES

At its expense, Contractor shall obtain all permits, licenses and approvals required by law for Contractor's activities under this Agreement. The Contractor shall maintain these permits, licenses and approvals in full force and effect at all times during the Term of this Agreement.

27. INSURANCE

The Contractor shall purchase at its cost and maintain at all times the insurance coverage described in paragraphs A, B and C, below. The Board and County shall by endorsement be additional named insureds under these policies. All liability insurance shall be on the "occurrence form." The insurance coverages and limits required under this Agreement must be evidenced by properly executed certificates of insurance submitted to County at least seven (7) days before Contractor commences work under this Agreement. Current certificates of

insurance evidencing the required coverage must be on file with County at all times.

Updated certificates of insurance must be provided to County on or before the expiration date of each year during the Term of this Agreement. All insurance carriers shall be "A" rated and shall have a financial rating size of "IX" or better, according to the A. M. Best Key Rating Guide. The certificates of insurance must expressly state that County is entitled to receive at least forty-five (45) days advance notice before any cancellation or reduction in insurance coverage takes effect. Umbrella and/or excess liability coverage may be purchased to make up the difference between the primary limit and the required limit. Contractor also may use self-insurance to satisfy part or all of the requirements of this section, if Contractor maintains a qualified self-insurance plan that satisfies the requirements of applicable law.

County's receipt of certificates or other documentation of insurance from Contractor which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements of this Agreement. The Contractor agrees that its obligation to indemnify County pursuant to this Agreement shall not be limited by the type or amount of insurance provided by Contractor pursuant to this Agreement.

- A. Workers' compensation and employer's liability insurance shall be maintained by Contractor in compliance with the laws of the State of Florida at all times during the Term of this Agreement. The employer's liability insurance shall provide coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each person-accident, and Five Hundred Thousand Dollars (\$500,000) for each person-disease, and Five Hundred Thousand Dollars (\$500,000) aggregate.
- B. At all times during the Term of this Agreement, Contractor shall maintain a commercial general liability insurance policy with minimum combined single limits of coverage in the amount of Five Million Dollars (\$5,000,000), including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability, independent contractors, premises/operations, products and completed operations, and fire liability. The coverage for contractual liability must specify that it applies to the indemnification and hold harmless provisions of this Agreement.
- C. Automobile liability insurance shall be maintained by Contractor at all times during the Term of this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage, personal injury and death, for all hired, owned, and non-owned vehicles used by Contractor in the incorporated or unincorporated areas of Escambia County.

The insurance requirements under this Agreement may be revised by County, provided that County applies the revised requirements to any other Person that has a non-exclusive franchise from County for the Collection of Commercial Solid Waste. Contractor shall be given at least sixty (60) days to comply with any revised insurance requirements.

28. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold County harmless from any and all liabilities, losses, penalties, costs or damages County may suffer as a result of any claims, suits, demands, or judgments against County arising out of or in any way related to the acts or

omissions of Contractor under this Agreement. Contractor shall not be required to indemnify or hold County harmless for any act or omission caused solely by the negligent or willful misconduct of County.

29. CONTRACTOR'S RECORDS

The Contractor shall keep and maintain its records concerning the Commercial Solid Waste Collection Service that Contractor provided during the term of this Agreement. The records shall include all of Contractor's Contracts with its Customers.

The records shall be kept in Contractor's office in Escambia County or, if Contractor does not have an office in Escambia County, Contractor shall deliver the records to the Contract Administrator within 10 business days after receiving a written request from the Contract Administrator for such records. The records shall be kept intact and available for inspection during the term of this Agreement and for two years after the termination of this Agreement.

30. POINT OF CONTACT

All discussions, notices, and payments between Contractor and County concerning this Agreement shall be directed by Contractor to the Contract Administrator, as designated in Section 31, except as otherwise provided herein.

31. NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To County:

**Escambia County Solid Waste Management
Attention: Contract Administrator
13009 Beulah Road
Cantonment, FL 32533-8831**

**Copy to: County Attorney
221 Palafox Place
Pensacola, FL 32502**

As to Contractor:

(address)

Notices shall be effective when received at the addresses specified above. Changes in these addresses may be made from time to time by written notice.

32. ANNUAL CERTIFICATION OF COMPLIANCE

The Contractor shall prepare, maintain and keep current all of the documents and reports required by this Agreement. On or before January 30th of each year during the Term of this Agreement, Contractor shall certify to County that: (a) all required documents are current and on file, including but not limited to certificates of insurance, drivers licenses, and lists of key personnel and equipment; (b) all franchise fees, tipping fees, and payments pursuant to Sections 18, 22 and 25 of this Agreement have been calculated correctly and paid in full for the prior year; and (c) all notices have been provided in compliance with the requirements in Section 14 of this Agreement.

33. UNCONTROLLABLE CIRCUMSTANCES

Neither County nor Contractor shall be in default of this Agreement if delays in or failure of performance are due to Uncontrollable Forces, the effect of which the non-performing party could not avoid by the exercise of reasonable diligence. Neither party shall, however, be excused from performance if nonperformance is due to forces or events that are preventable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

34. ADMINISTRATIVE CHARGES

Subject to the provisions of this Agreement, County Administrator may collect administrative charges from Contractor.

- A. The administrative charge shall be \$500 per incident for each of the following events:
1. Failure to maintain minimum office hours, as required in Section 12 of this Agreement;
 2. Failure to provide properly licensed and qualified equipment operators, as required in Section 10 of this Agreement;
 3. Failure to provide documents and reports to County in the manner required in Sections 21 and 32 of this Agreement;
 4. Failure to replace a damaged Container or Garbage Cart within five business days after receiving a written request to do so, as required by Section 6 of this Agreement;
 5. Failure to pick up or clean up Contractor's spillage of Solid Waste immediately, as required in Section 16 of this Agreement;
 6. Failure to cover Solid Waste that is being transported in a collection vehicle, as required in Section 16 of this Agreement;
 7. Failure to display Contractor's name on Contractor's vehicles, as required

in Section 11 of this Agreement, or failure to display Contractor's name and phone number, individual number in the size specified on Containers, or failure to display individual vehicle numbers in the size specified as required in Section 6 of this Agreement;

8. Failure to respond to Customer calls or complaints in a timely manner, as required in Section 13 of this Agreement.

B. The administrative charge shall be \$1,000 for each of the following events:

1. Failure to provide timely public notices pursuant to Section 14 of this Agreement;
2. Failure to adjust a Customer's bill in the manner required by Section 19 of this Agreement.

The administrative charge for subparagraph A., above, is intended to apply only one time to each failure to give notice, even if the failure to give notice involved more than one Customer.

County Administrator shall notify Contractor in writing of any administrative charge that will be assessed against Contractor and the basis for each assessment. If Contractor wishes to contest any administrative charge, Contractor shall have fifteen (15) calendar days after the receipt of County's notice in which to meet with County Administrator and discuss the proposed administrative charge. If Contractor and County Administrator are unable to agree about the proposed administrative charge, Contractor shall submit a written request for a hearing before the Board. Contractor's request shall be delivered to County Administrator within 21 calendar days after Contractor's receipt of County's notice regarding the proposed administrative charge.

If a hearing is requested, County Administrator shall provide Contractor with at least 14 days advance notice of the time, date, and place of the hearing before the Board. At the hearing, the Board shall fully and fairly consider Contractor's objections and defense to the proposed administrative charge. After hearing the information presented by Contractor and County Administrator, the Board shall decide whether, and the extent to which, an administrative charge should be collected from Contractor. The Board's action shall be based on the decision of a majority of those that are in attendance and able to vote, without a conflict of interest.

Unless the proposed administrative charge is dismissed by County Administrator or the Board, Contractor shall pay the administrative charge within thirty (30) days after receipt of the notice from County Administrator or, if the case is heard by the Board, within thirty (30) days after the Board's decision.

35. DEFAULT BY CONTRACTOR

The Board may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the occurrence of any one of the following events:

- A. Contractor admits in writing that it is bankrupt, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement for its reorganization or the re-adjustment of its indebtedness under the Federal bankruptcy laws or under any other law, or consents to the appointment of a receiver, trustee or liquidator for all or substantially all of its property; or

- B. Contractor is adjudged bankrupt, or an order is issued approving a petition filed by any one of the creditors or stockholders of Contractor for the reorganization or readjustment of its indebtedness; or
- C. By or pursuant to any legislative act or order of any court, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Contractor; or
- D. Contractor defaults, by failing or refusing to perform or comply with the material terms, conditions or covenants in this Agreement, provided the default is not cured within thirty (30) days of receipt of written notice from County Administrator to do so.

If Contractor fails to deliver all of its Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, and fails to pay the amounts owing to County in the manner required in Section 25 of this Agreement, County may terminate this Agreement and collect damages from Contractor. For the purposes of this paragraph, County's damages shall include but not be limited to the revenues (e.g., tipping fees and franchise fees) that County would have received from Contractor during the remainder of the Term of this Agreement if Contractor had not defaulted. At a minimum, County's lost revenues for each year remaining under this Agreement shall be deemed to be at least as great as the revenues collected during the year prior to the termination of this Agreement.

If Contractor has frequently, regularly or repetitively defaulted in the performance of any of the material conditions or requirements contained in this Agreement, the Board may in its sole discretion deem Contractor to be a habitual violator, regardless of whether Contractor has corrected each individual condition of default. Under such circumstances, Contractor shall forfeit its right to any grace period to correct or cure future defaults. All of Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. County shall issue a written notice to Contractor that Contractor has been deemed a habitual violator and any single default by Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, County may terminate this Agreement by giving a written notice to Contractor.

In the event of any termination pursuant to the provisions in this section, the termination shall be effective upon the date specified in County's written notice to Contractor. Upon said date, this Agreement shall be deemed immediately terminated and all liability of County under this Agreement to Contractor shall cease. This section creates a supplemental and additional means of terminating this Agreement and shall not be deemed to be in lieu of any other remedy available at law or in equity.

If Contractor fails to comply with the requirements of this Agreement concerning the payment of any franchise fee, tipping fee, administrative charge, or other sum that is due and owing to County, Contractor shall be in default of this Agreement and County may pursue any and all of its remedies against Contractor. In any such case, County shall be entitled to recover: (a) the full amount that is due and owing; (b) interest, which shall accrue at the legal rate established pursuant to Section 55.03, Florida Statutes, beginning from the earliest date allowed by law; (c) all court costs; and (d) all collection costs, including but not limited to the cost of any audits, reports, or investigations, whether conducted by County staff or another Person.

36. DEFAULT BY COUNTY

- A. County shall be in default if County: (a) grants an exclusive franchise for the Collection of Commercial Solid Waste within the Service Area during the Term of this Agreement; or (b) terminates this Agreement without cause. If County defaults in this fashion and fails to cure the default within 30 days after receiving written notice of the default from Contractor, Contractor may terminate this Agreement and recover its damages. For the purposes of this paragraph, Contractor's damages shall include, but not be limited to, the profits that Contractor would have earned during the remainder of the Term of this Agreement if County had not defaulted.

- B. County will be in default, and Contractor may terminate this Agreement after providing notice and 30 days to cure, if County: (a) closes the portion of the Perdido Landfill that is used for the disposal of Garbage (i.e., the area designated by the Florida Department of Environmental Protection as a Class I landfill); (b) allows any Person (other than County) to own or operate the portion of the Perdido Landfill used for the disposal of Garbage; or (c) requires Contractor to use a new Designated Facility (i.e., other than the Perdido Landfill), without obtaining the prior written approval of Contractor. In these circumstances, if Contractor does not terminate this Agreement, Contractor may continue to collect Commercial Solid Waste in the Service Area, subject to the terms and conditions set forth in this Agreement, but Contractor shall not be obligated to deliver the Commercial Solid Waste that it collects to the Designated Facility. If Contractor does not deliver its Solid Waste to the Designated Facility, Contractor shall not be obligated to pay a tipping fee to County for such waste. With regard to the acts of default described in this paragraph, County shall not be liable to Contractor for damages or any other relief, except as provided in this paragraph.

- C. If County charges any Person a tipping fee at the Designated Facility, or a franchise fee for the Collection of Commercial Solid Waste in the Service Area, that is lower than the comparable fee that County charges Contractor under this Agreement, this Agreement shall be amended automatically (without the need for further action by the Board) to authorize Contractor to pay the lower tipping fee or franchise fee. Thereafter, the tipping fees and franchise fees paid by Contractor may be increased only if the increased fees paid by Contractor are no greater than the fees paid by any other Person.

37. REMEDIES

Except with regard to the remedies provided in Section 36.B. of this Agreement, all of the remedies provided in this Agreement shall be deemed cumulative and supplemental to all other remedies available under this Agreement, at law, or in equity. The selection of any remedy under this Agreement shall not be construed or interpreted to be a waiver of any other right or remedy available under this Agreement or at law or in equity.

If it becomes necessary for County or Contractor to file a lawsuit against the other for the purposes of enforcing or interpreting any provision of this Agreement, the prevailing party in such lawsuit shall be entitled to recover their court costs and reasonable attorneys fees.

38. SURVIVABILITY

Any term, condition, covenant or obligation in this Agreement which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

39. WAIVER OF PERFORMANCE

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of County or Contractor thereafter to enforce same. Nor shall waiver by County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any subsequent breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement. Any waiver by County must be approved in advance and signed by County Administrator.

40. TITLE TO WASTE

Except as provided in this Section 40, County shall own and hold title to all Commercial Solid Waste and Recyclable Material collected by Contractor in the Service Area pursuant to this Agreement. Contractor shall have no right to take, keep, process, alter, remove or dispose of any such material without the prior written authorization of the Contract Administrator.

The provisions of the preceding paragraph shall not apply to any Commercial Solid Waste: (a) for which Contractor has made complete and timely payments to County in compliance with the requirements of Section 25 of this Agreement; or (b) collected by Contractor after a default by County under Section 36.B.

The Contractor may take, keep, process, alter, and sell Recyclable Material that is collected by Contractor in the Service Area in accordance with the provisions of this Agreement, but only if the Recyclable Material is recycled, and the amount of such Recyclable Material is reported to Contractor Administrator on an annual basis. The preceding sentence does not apply to any material destined for any use that constitutes disposal. Any materials that are not recycled, including any materials that remain after Recyclable Materials are removed from a mixed load of Commercial Solid Waste, are Commercial Solid Waste and shall be delivered to the Designated Facility.

41. ASSIGNMENT OR TRANSFER

No assignment, transfer, sale, or acquisition (collectively referred to in this section as an "assignment") of this Agreement or any right, responsibility or liability occurring under this Agreement shall be made by Contractor without the prior, express written consent of County. Any assignment of this Agreement by Contractor without the express prior written consent of County shall be null and void. Contractor shall retain all liabilities and responsibilities under this Agreement unless an assignment is approved by County Administrator.

County Administrator shall approve an assignment of this Agreement if the assignee: (a) demonstrates that it has the experience, personnel, equipment and financial resources to

comply with the requirements of this Agreement and any applicable local, state or federal law; and (b) submits a written stipulation to County confirming that the assignee will comply with the requirements of this Agreement and any applicable local, state and federal law.

The provisions of this Section 41 shall not apply, and County's approval shall not be required, if a Person acquires a majority of the stock in Contractor, provided that Contractor continues to comply with all of the provisions of this Agreement and any other applicable local, state or federal law.

No assignment of this Agreement shall be made by County without the prior, express written consent of Contractor.

42. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action to interpret or enforce the Agreement shall be brought and maintained in Escambia County, Florida.

43. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

44. INDEPENDENT CONTRACTOR

When performing any activities required by or related to this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of County. Neither Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. Contractor shall have no authority to bind County to any agreement or contract.

The Contractor shall be responsible and liable for the acts and omissions of its officers, officials, employees, and agents, including but not limited to subcontractors.

45. PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of County or Contractor.

46. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that County waives its common law sovereign immunity under Section 768.28, Florida Statutes, or any other limitation

on County's liability.

47. INTERPRETATION OF AGREEMENT

County and Contractor acknowledge that they both had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

48. THIRD-PARTY BENEFICIARIES

No provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

49. WAIVER OF CLAIMS

By entering into this Agreement, Contractor waives any and all existing claims and causes of action that it may have against County that are based on, related to, or arising out of County's use of a non-exclusive franchise system, or a Designated Facility, or this Agreement, in the manner provided herein. This waiver includes, but is not limited to, any claims or causes of action under state or federal law, or the United States Constitution, including claims that are based on, related to, or arising out of any allegation that this Agreement constitutes or implements an unlawful form of Solid Waste "flow control." Contractor further agrees that it will not assert any such claims against County during the Term of this Agreement. However, Contractor does not waive its right to pursue claims based on a default or material breach of this Agreement by County.

50. EQUAL PROTECTION FOR CONTRACTOR

- A. During the Term of this Agreement, Contractor shall be entitled to collect Commercial Solid Waste in the Service Area, subject to the same terms and conditions as any other Person that enters into a Franchise Agreement with County. During the Term of the Agreement, if County enters into a Franchise Agreement that provides rights or remedies to another Person (i.e., other than Contractor) that are different than the ones provided in this Agreement, or if County amends or modifies a Franchise Agreement to provide different rights or remedies to another Person, or if County otherwise allows another Person to collect Commercial Solid Waste in the Service Area pursuant to a Franchise Agreement with terms and conditions that are different than the ones contained in this Agreement, then County shall amend this Agreement, if requested to do so by Contractor, to make the terms and conditions of this Agreement consistent with the other Person's Franchise Agreement. In any such case, Contractor shall be entitled to enjoy the same benefits as the other Person, provided Contractor accepts and complies with the same obligations and responsibilities as the other Person.
- B. County shall enforce the terms and conditions of this Agreement in a manner that is consistent with County's enforcement of any other Franchise Agreement. If County wrongfully fails or refuses to enforce the terms of a Franchise Agreement

held by another Person (i.e., other than Contractor) for forty-five (45) days after Contractor has delivered written notice to County, then Contractor shall be entitled to operate in the same manner as the other Person, until such time as County enforces its Franchise Agreement against the other Person.

51. MERGER CLAUSE

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

CONTRACTOR
~~XXXXXXXXXX~~

Escambia County Board of County Commissioners

BY: [Signature]
As the Duly Authorized Representative of Contractor

BY: Charles R. Oliver
Charles R. "Randy" Oliver
County Administrator

David McConnell
(Print or Type Name)

Date: 12/1/11

Title Area Vice President

Witness Shirley L. Hafford

Date: 10-25-2011

Witness Judy H. Wittersacker

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this 25 day of October, 2011, personally appeared before me, _____ whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed instrument.

Witness my hand and official seal.



Davina Y. Barnes
Notary Public Signature
May 4, 2015
Commission Expires

This document approved as to form and legal sufficiency.
By: [Signature]
Title: DEPT. CITY ATTY
Date: 8-30-11

**NON-EXCLUSIVE LONG TERM FRANCHISE AGREEMENT
FOR THE COLLECTION OF COMMERCIAL SOLID WASTE**

This Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste (Agreement) is made and entered into this 1st day of January, 2012, between Escambia County (County) and Waste Pro of Florida, Inc. ("Contractor").

WHEREAS, Contractor wishes to collect and transport certain types of solid waste that are generated in Escambia County; and

WHEREAS, County wishes to ensure that Contractor's activities in Escambia County are performed in accordance with all applicable laws and are consistent with the public interest; and

WHEREAS, on August 4, 1992, the Board of County Commissioners (Board) adopted Ordinance No. 92-28, which establishes County's procedures for issuing franchises for the collection and disposal of solid waste; and

WHEREAS, on September 1, 2011, the Board approved this Agreement with Contractor, in accordance with the provisions of Ordinance No. 92-28, and subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to comply with and be bound by the following provisions of this Agreement.

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1. DEFINITIONS

The words used in this Agreement shall have the meanings set forth in the following definitions. If a definition in this Agreement conflicts with a definition contained in any federal, state or local law, the definition contained herein shall prevail when interpreting the terms of this Agreement. However, nothing contained in this Agreement shall be interpreted to require Contractor or County to undertake any conduct that is contrary to federal, state or local law.

- A. **Agreement** shall mean this written contract between Escambia County and Contractor.
- B. **Biomedical Waste** shall mean any Solid Waste or liquid waste which may present a threat of infection to humans. Biomedical Waste includes those wastes which may cause disease or harbor pathogenic organisms, including but not limited to wastes from human and veterinary clinics and hospitals, such as tissue, blood, discarded bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. **Board** shall mean the Board of County Commissioners of Escambia County, Florida.
- D. **Bulky Waste** shall mean any non-vegetative item whose large size or weight precludes or complicates their handling by normal methods. Bulky Waste includes but is not limited to furniture, bicycles, inoperative and discarded refrigerators, ranges, toilets, water softeners, washers, dryers, bath tubs, water heaters, sinks, and other large appliances.
- E. **Collection** shall mean the process whereby Solid Waste is removed from the location where it is generated and then transported to a Designated Facility.
- F. **Commercial Solid Waste** shall mean any Garbage, Bulky Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have six (6) or more

Residential Units; and (vi) other sites that do not generate Residential Solid Waste.

- G. Commercial Solid Waste Collection Service** shall mean the Collection of Commercial Solid Waste within the Service Area.
- H. Compactor** shall mean any Container which has a compaction mechanism, whether stationary or mobile.
- I. Construction and Demolition Debris (C&DD)** shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a project.
- J. Container** shall mean any roll-on/roll-off box that is used to collect Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically dumped into a loader-packer type truck.
- K. Contract** shall mean the written agreement between Contractor and a Customer that describes the terms and conditions under which Contractor shall provide Commercial Solid Waste Collection Service.
- L. Contractor** shall mean Waste Pro of Florida, Inc. and its successors and assigns.
- M. Contract Administrator** shall mean County Administrator or his or her designee.
- N. County** shall mean Escambia County, a political subdivision of the State of Florida.
- O. Customer** shall mean a Person that obtains Commercial Solid Waste Collection Service from Contractor.
- P. Designated Facility** shall mean a facility designated in writing by County for the processing or disposal of the Solid Waste delivered by Contractor in accordance with this Agreement.
- Q. Effective Date** shall mean the date when this Agreement is signed by a duly authorized County representative.
- R. Franchise Agreement** shall mean a non-exclusive long term franchise agreement from County for the collection of Commercial Solid Waste in the Service Area. To satisfy this definition, a Franchise Agreement must have a minimum term greater than one year and must require the franchisee to deliver Commercial Solid Waste to the Designated Facility.
- S. Garbage** shall mean all putrescible waste, including but not limited to kitchen and table food waste, as well as animal, vegetative, and organic waste that is

attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that is Special Waste.

- T. **Garbage Cart** shall mean any commonly available Solid Waste receptacle, made of light gauge steel, plastic, or other non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and having a capacity of at least 64 gallons.
- U. **Hazardous Waste** shall mean any Solid Waste that is regulated by the Florida Department of Environmental Regulation as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, state or federal law.
- V. **Industrial Solid Waste** shall mean any Solid Waste that is generated by manufacturing or industrial processes and is not a Hazardous Waste. Industrial Solid Waste may include, but is not limited to waste materials resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- W. **Person** shall mean any and all persons, natural or artificial, including any individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.
- X. **Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.
- Y. **Recyclable Material** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- Z. **Residential Recyclables** shall mean Recyclable Material: (i) originating from residential property occupied by five (5) or fewer Residential Units per parcel of property; or (ii) contained in or mixed with Residential Solid Waste.
- AA. **Residential Solid Waste** shall mean all Solid Waste originating from residential property occupied by five (5) or fewer Residential Units per parcel of land.
- BB. **Residential Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

- CC. Service Area** shall mean all of the unincorporated areas of Escambia County, except those areas located on Santa Rosa Island.
- DD. Solid Waste** shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- EE. Special Waste** shall mean Solid Waste that requires special handling and management, including but not limited to waste tires, used oil, lead acid batteries, C&D, ash residue, yard trash, Biomedical Waste, Industrial Solid Waste, biological waste, automobiles, boats, internal combustion engines, sludge, dead animals, septic tank waste, liquid waste, and Hazardous Waste.
- FF. Term** shall mean the period of time when this Agreement is in effect.
- GG. Trash** shall mean all accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment and utensils. Trash does not include Garbage or Yard Waste.
- HH. Uncontrollable Forces** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. Uncontrollable Forces include but are not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- II. Yard Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance, including but not limited to grass clippings, palm fronds, tree branches and other similar matter.

2. NON-EXCLUSIVE FRANCHISE FOR COMMERCIAL SOLID WASTE

Subject to the conditions and limitations contained in this Agreement, County hereby grants a non-exclusive franchise to Contractor for the Collection of Commercial Solid Waste in the Service Area. The Contractor shall be solely responsible for the billing and collection of its fees for any Commercial Solid Waste Collection Service that it provides.

This Agreement does not grant any rights that are not expressly identified and conveyed by the specific terms of this Agreement. Among other things, this Agreement does not authorize Contractor to collect or process Residential Solid Waste or Residential Recyclables in the Service Area. This Agreement does not authorize Contractor to collect or process any type of Solid Waste in the incorporated areas of County. This Agreement does not apply to the collection or processing of C&DD.

3. TERM OF FRANCHISE

This Agreement shall begin on January 1, 2012, or the Effective Date, whichever is later, and shall expire on December 31, 2014, unless the Agreement is terminated earlier in accordance with the provisions of this Agreement. With the consent of the Board of Commissioners, this Agreement may be renewed for an additional Term of two (2) years.

Before the end of the Term (i.e., on or before December 31, 2014), the Board shall hold a duly noticed public meeting to determine whether County should consent to an additional two year term. This Agreement shall terminate automatically unless the Board votes to approve an additional two year term, at a duly noticed public meeting held prior to the end of the initial Term.

4. MINIMUM REQUIREMENTS FOR COLLECTION SERVICE

This Agreement establishes the minimum requirements for any Commercial Solid Waste Collection Service provided by Contractor in the Service Area. Any such service shall be consistent and in compliance with the requirements in this Agreement and with all applicable local, state and federal laws.

5. FREQUENCY OF SERVICE AND SIZE OF CONTAINERS

Commercial Solid Waste Collection Services shall be provided by Contractor in a manner which ensures that a public nuisance shall not be created and the public health, safety and welfare are protected.

Subject to the other provisions of this Agreement, the size of the Container and the frequency of Collection provided by Contractor shall be determined by the Customer and Contractor. The Contractor shall assist County in ensuring that the size of the Container and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Container.

Commercial Solid Waste Collection Service shall be provided on a regular basis. At a minimum, service shall be provided at least once per week to: all Customers that operate a restaurant, grocery store, or convenience store; all Customers that sell food or generate food wastes; and all Customers that generate Garbage.

The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts.

Notwithstanding anything else contained in this Agreement, the Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator reasonably determines that such action is necessary to satisfy the requirements of this Agreement or protect the public health, safety or welfare.

6. OWNERSHIP AND MAINTENANCE OF CONTAINERS

The Contractor shall provide Containers or a Garbage Cart to a Customer. At its option, however, the Customer may use its own Compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by Contractor must be in good condition and properly maintained. Each Container provided by Contractor shall be labeled with Contractor's name and telephone number in letters and numbers that are plainly visible and at least one (1) inch in size.

The Contractor shall display individual container numbers for all open top and closed containers utilized for the transportation of commercial solid waste. Numbers should be displayed on both sides of the container, in colors which contrast with that of the container, such numbers to be clearly legible and not less than six inches high.

The Contractor shall display individual vehicle numbers for all motor vehicles operating under this Agreement for the transportation of commercial solid waste. Numbers should be displayed on both sides of vehicle, in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than six inches high.

Any Container or Garbage Cart damaged by Contractor shall be repaired or replaced by Contractor within five (5) business days, at no cost to the Customer. The replacement must be similar to the original in style, material, quality, capacity and must display the lettering and numbers described above.

7. CONTRACTS WITH CUSTOMERS

The Contractor shall not provide Commercial Solid Waste Collection Service to a Person in the Service Area unless Contractor has executed a written Contract for such service. Each Contract shall identify the terms and conditions governing the service to be provided by Contractor. At a minimum, the Contract shall identify: the frequency of Collection; the size and number of Containers, Compactors and Garbage Carts (if any) that will be provided by Contractor; the fees that will be charged by Contractor for its services; and the manner by which fees will be collected. All new Contracts and Contract renewals executed after the Effective Date shall expressly and separately identify the amount of any franchise fee, tipping fee, or other County fee that will be collected from the Customer. The terms and conditions of each Contract shall be consistent and in compliance with the provisions of this Agreement. The term of the Contract shall not extend beyond the Term of this Agreement, unless the Contract expressly identifies the date on which this Agreement will terminate and states that Contractor's right to provide Commercial Solid Waste Collection Service in the Service Area in the future is contingent upon County's renewal of this Agreement.

Notwithstanding anything else contained herein, Contractor does not need to execute new or amended Contracts if the Board changes the amount of County's franchise fee, tipping fee, or other fee.

8. HOURS OF COLLECTION

Subject to the provisions of this Agreement, Commercial Solid Waste Collection Service may be provided at any time. However, collection sites located within 150 yards of a residence shall be

collected only between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday. The hours of collection at such sites may be extended due to extraordinary circumstances, provided Contractor receives the prior written consent of the Contract Administrator.

9. MANNER OF COLLECTION

All Containers and Garbage Carts shall be kept in a safe, accessible location agreed upon by Contractor and the Customer. The Contractor shall collect the Solid Waste in the Container or Garbage Cart with as little disturbance as possible and shall leave the Container or Garbage Cart at the same place where it was originally located.

10. CONTRACTOR'S PERSONNEL

The Contractor shall assign a qualified person to supervise and be responsible for Contractor's operations within the Service Area.

At least seven (7) days before commencing work under this Agreement, Contractor shall provide the Contract Administrator with a written list containing the name of Contractor's supervisor, the names of other key personnel, the telephone numbers for the supervisor and other key personnel, and the telephone numbers that are to be used to reach Contractor in the event of an emergency. Contractor shall promptly revise and resubmit this list to the Contract Administrator whenever any of the information in the list is outdated. A current list also shall be submitted to the Contract Administrator on or before January 30th of each year during the Term of this Agreement.

When collecting or transporting Solid Waste in the Service Area, Contractor's employees shall wear a uniform or shirt bearing Contractor's name.

When collecting or transporting Solid Waste in the Service Area, Contractor's drivers shall at all times carry a valid Commercial Drivers License for the type of vehicle that is being driven.

All of Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them. Contractor shall provide routine training in operating and safety procedures for all of Contractor's employees that are directly involved with the Collection or processing of Solid Waste in the Service Area.

Contractor's employees shall treat the public, County's staff, and all Customers in a polite and courteous manner.

11. COLLECTION EQUIPMENT

All motor vehicles, Containers, and other Solid Waste collection equipment used by Contractor shall meet industry standards and shall be maintained in a good, clean, and safe operating condition at all times.

At all times Contractor shall have equipment available to ensure that Contractor can adequately and efficiently perform the duties specified in this Agreement. Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment being replaced.

The Contractor's name shall be prominently displayed on all of the Solid Waste collection vehicles and containers owned by Contractor in the Service Area.

12. CONTRACTOR'S LOCAL OFFICE

Contractor shall maintain an office in Escambia County with at least two local telephone numbers or, in the alternative, Contractor shall maintain at least two toll free telephone numbers that can be called from Escambia County. In either case, Contractor's telephone lines shall be manned at least during normal business hours, 8:00 a.m. to 5:00 p.m. (Central Standard Time), Monday through Friday, except holidays. The Contractor shall use an answering service, answering machine or email to receive customer requests, questions, and complaints during all times when the telephones are not manned by Contractor's employees. Should Contractor use email to receive customer requests, questions and complaints, Contractor shall utilize software which notifies customers of the receipt of any email.

13. COMPLAINTS

The Contractor shall respond to all requests, questions, and complaints from Customers or County within twenty-four (24) hours or the next working day, whichever is later.

The Contractor shall provide, at the Contract Administrator's request, a full written description of any complaint, and the disposition of any complaint, involving a claim of personal injury or damages to any private or public property as a result of Contractor's actions in the incorporated or unincorporated areas of Escambia County.

14. NOTICES TO CUSTOMERS

On or before January 15th of each year during the Term of this Agreement, or within 15 days of execution of this agreement by Contract Administrator, Contractor shall provide each Customer with a notice that contains the following language:

REGULATION BY ESCAMBIA COUNTY

Escambia County regulates those companies (Contractors) that collect and dispose of commercial solid waste in the unincorporated County. The terms and conditions of your commercial solid waste collection contract with a Contractor are subject to County's regulations. If you have any questions regarding the terms and conditions of your contract, you may call County's Contract Administrator Patrick T. Johnson, at (850) 937.2160 or submit an email to him at ptjohnson@myescambia.com

RATES FOR SERVICES

At least once each month, we, the Contractor, must provide you with a written billing statement that identifies all of the rates and fees that you must pay for the solid waste services you receive. The bill must identify any fees that Contractor is charging for special services. The bill also must identify any charges that are based on County's solid waste tipping fee or franchise fee.

If County reduced the franchise fee paid by Contractor, and the reduction occurred after Contractor distributed its last notice to its Customers pursuant to this section of this Agreement, then Contractor shall include the following language in the next notice that Contractor provides to its Customers:

REDUCTIONS IN SOLID WASTE FEES

Escambia County reduced the amount of County's solid waste franchise fee from \$____ [insert old rate] per cubic yard per collection to \$_____ [insert new rate], effective _____ [insert date]. We, the Contractor must reduce your bill by an equal amount. Please call County's Contract Administrator if you have any questions about the amount of the fees that you must pay to us, the Contractor.

On or before January 30th of each year during the Term of this Agreement, or within 30 days of execution of the agreement by Contract Administrator, Contractor shall provide the Contract Administrator with: (a) a copy of the notice that was provided to Contractor's Customers; and (b) a written confirmation that timely notice was provided to all of Contractor's Customers, in the manner required by this Agreement.

15. YARD WASTE

Yard Waste shall be collected separately from Commercial Solid Waste. All grass clippings, leaves, pine needles and other loose vegetative materials shall be bagged or containerized. Yard Waste must not be greater than six (6) feet in length, with the exception of palm fronds and Christmas trees, and must not weigh more than 50 pounds per piece.

16. SPILLAGE

Contractor shall not litter or spill Solid Waste in the Service Area. The Contractor shall enclose or cover all Solid Waste that Contractor hauls within the Service Area to ensure that leaking, spilling and blowing of Solid Waste from Contractor's vehicles is prevented. If Contractor's activities cause spillage, leakage, or litter, Contractor shall immediately pick up and process or dispose of the Solid Waste.

17. USE OF DESIGNATED SOLID WASTE MANAGEMENT FACILITIES

If Contractor collects or receives any Commercial Solid Waste that has been generated or produced in the unincorporated areas of Escambia County, including Santa Rosa Island, then Contractor shall deliver that Commercial Solid Waste to the Designated Facility except as otherwise provided in Section 27 of this Agreement. For the purposes of this Agreement, the Designated Facility is County's Perdido Landfill or Palafox Transfer Station.

18. FRANCHISE FEES

Contractor shall pay a franchise fee to County, subject to the provisions of this Agreement. The franchise fee shall be (a) \$0.83 per cubic yard of capacity in a Container or Garbage Cart and (b) \$1.65 per cubic yard of capacity in a Compactor.

Contractor shall not be required to pay a franchise fee (i.e., a per cubic yard rate) that is higher than the rate charged by County to any other Person providing Commercial Solid Waste

Collection Service in the Service Area.

The franchise fee shall be paid for each Container, Garbage Cart and Compactor that is used to collect Commercial Solid Waste in the Service Area. The total amount to be paid by Contractor shall be based on the total number of times that Commercial Solid Waste is collected from each Compactor, Garbage Cart and Container during the relevant billing period. For each Container, Garbage Cart and Compactor, Contractor shall use the following formula to calculate the total amount that must be paid to County:

$$CC \times FF \times NC = \text{Amount Due to County}$$

In this formula, "CC" is the capacity of the Container, Garbage Cart or Compactor, "FF" is the franchise fee applicable to a cubic yard of Solid Waste collected in the Container, Garbage Cart or Compactor, and "NC" is the number of times that Contractor collected Commercial Solid Waste from the Container, Garbage Cart or Compactor during the relevant billing period.

Subject to the provisions of Section 20 of this Agreement, Contractor shall not be obligated to pay County a franchise fee for the Collection of Commercial Solid Waste from a Customer if Contractor does not receive payment from the Customer for that service.

19. CHANGES IN THE AMOUNT OF FRANCHISE FEES

County may decrease the amount of the franchise fee as often as County chooses, but County shall not increase the franchise fee more than twice per year.

If County decreases the amount of the franchise fee, Contractor shall reduce its charges to its Customers by an equal or greater amount. The reduction in the franchise fee shall be shown in all billing statements that Contractor issues to its Customers after the effective date of the change in the franchise fee, or ninety (90) days after the Board votes to reduce the franchise fee, whichever is later.

If County increases the amount of the franchise fee, Contractor may increase its charges to its Customers by an equal or lesser amount. The increase in the franchise fee shall not be charged to Contractor's Customers, and Contractor shall not be required to pay County for the increase in the franchise fee, until the increase in the franchise fee becomes effective or until ninety (90) days after the Board votes to increase the franchise fee, whichever is later.

20. PAYMENT OF FRANCHISE FEES AND STATEMENT OF COMPLIANCE

The Contractor shall pay the franchise fees to County on a monthly basis. Each monthly payment shall be based on the Commercial Solid Waste Collection Service provided by Contractor during the preceding month. The monthly payments shall be delivered to the Contract Administrator no later than 20 days after the end of the month when Contractor's service was provided. If Contractor or Contract Administrator subsequently discovers an error in any payment submitted to the Contract Administrator, Contractor shall submit a revised report and shall pay the additional franchise fee, if any, within thirty (30) days after the error is discovered.

The following documentation shall accompany all payments in order to correctly calculate the amount of the franchise fee that is due and owing to County:

- The number of Containers, Garbage Carts and Compactors used by Contractor's Customers
- The capacity of each Container, Garbage Cart and Compactor
- The number of times the Solid Waste in each Container, Garbage Cart and Compactor was collected
- The dates and amounts of any deliveries of Commercial Solid Waste to another Person pursuant to Section 27.C of this Agreement.
- A signed Statement of Compliance from Contractor, acknowledging the following:

I, the undersigned, confirm that Waste Pro of Florida, Inc.
(Company Name)

is operating in compliance with the requirements of this Agreement. The information supplied herein for the reporting of Franchise tonnage and fees is accurate, true and complete, and the funds submitted are to pay the sum due under this Agreement for the preceding calendar month.

Reporting Month and Year:

Waste Pro of Florida, Inc.
Company Name:

Authorized Signature:

Telephone No.:

Printed Name:

Title:

Date:

21. AUDITED FINANCIAL REPORT AND RIGHT OF INSPECTION AND AUDIT

The Contract Administrator may require Contractor to provide an audited financial report to demonstrate that Contractor has fully paid: (a) the franchise fee for the preceding year; and (b) the amount, if any, owing pursuant to Section 27 of this Agreement for the preceding year. The financial report also shall state whether, and the extent to which, Contractor has received payment during the preceding year from Customers that previously were used to justify a credit for Contractor pursuant to Section 20.

In the event an audited financial report is required, the audited financial report shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles. The financial report shall be delivered to the Contract Administrator within 120 days of demand by Contract Administrator unless the Contract Administrator gives prior written approval for a different deadline.

The Contract Administrator and County's auditors shall have the right to inspect Contractor's books and records related to Contractor's performance under this Agreement. The inspections shall be allowed at any time during normal business hours, but County shall provide at least two (2) days advance written notice before County commences an inspection of Contractor's books and records. Among other things, County's auditors shall be allowed to review Contractor's

Contracts with its Customers, and shall be allowed to communicate directly with Contractor's Customers, for the purpose of determining whether Contractor is in compliance with this Agreement. However, County's auditors shall not reveal any trade secrets or proprietary information obtained during their review of Contractor's books and records.

22. TIPPING FEES

Subject to the provisions of this Agreement, Contractor shall pay a tipping fee to County for each ton of Solid Waste that is delivered by Contractor to the Designated Facility.

The tipping fee at the Perdido Landfill is \$40.65 per ton of solid waste. The tipping fee at the Palafox Transfer Station is \$48.65 per ton of solid waste. Tipping fees shall be established by the Board by resolution and are incorporated by reference herein. Tipping fees may increase or decrease pursuant to resolution adopted by the Board.

During the Term of this Agreement, the tipping fee paid by Contractor for the disposal of Commercial Solid Waste at the Designated Facility shall not be greater than the tipping fee paid by any other Person delivering the same type of Solid Waste to the Designated Facility.

23. CHANGES IN THE AMOUNT OF TIPPING FEE

County may reduce the amount of the tipping fee at the Designated Facility at any time, but County shall not increase the amount of the tipping fee more than twice per year.

If County increases the amount of the tipping fee, Contractor shall not be required to pay the increased tipping fee until the increase in the tipping fee becomes effective, or until ninety (90) days after the Board votes to increase the tipping fee, whichever is later.

24. CALCULATION OF TONNAGE

For the purposes of this Agreement, County and Contractor agree to use the following assumptions when calculating tonnages: (a) one cubic yard of uncompacted Commercial Solid Waste weighs 80 pounds; and (b) one cubic yard of compacted Commercial Solid Waste weighs 480 pounds.

25. FAILURE TO DELIVER COMMERCIAL SOLID WASTE TO DESIGNATED FACILITY

In any year during the Term of this Agreement, if Contractor collects or receives Commercial Solid Waste that has been generated or produced in the Service Area, but Contractor fails to deliver all of that Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, then Contractor shall: (a) pay County for the shortfall in tonnage; or (b) deliver an equivalent amount of Commercial Solid Waste to the Designated Facility; or (c) demonstrate that the shortfall in tonnage is the responsibility of another Person, as described in Section 27.C., below.

- A. The following formula shall be used to calculate the amount that must be paid to County:

$$(TT - AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD)

is the amount of Commercial Solid Waste that Contractor delivered to the Designated Facility during the year, (TF) is the average tipping fee that County charged during the year for the disposal of Commercial Solid Waste at the Designated Facility, and (AO) is the amount owing from Contractor to County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for Commercial Solid Waste that was in effect at the Designated Facility on the first day of each month during the preceding calendar year; (b) adding these 12 monthly values; and (c) dividing by 12.

- B. If Contractor elects to deliver an equivalent amount of Commercial Solid Waste, the Commercial Solid Waste shall be collected from the incorporated or unincorporated areas of County. Contractor shall not deliver Solid Waste that has been generated outside of Escambia County to fulfill Contractor's obligations under this Agreement, unless Contractor receives the prior, express written approval of County Administrator.
- C. The Contractor shall not be required to pay for any shortfall in tonnage that results solely because Contractor delivered the Commercial Solid Waste collected within the Service Area to another Person, provided that: (i) such Person has a valid franchise agreement or other valid contract with County at the time when the Commercial Solid Waste is delivered by Contractor and the franchise agreement or contract requires the Person to deliver Contractor's Commercial Solid Waste to the Perdido Landfill; or (ii) County gives its advance written approval to Contractor for the delivery of the Commercial Solid Waste to such Person. If Contractor delivers Commercial Solid Waste to another Person pursuant to subparagraphs (i) or (ii), above, Contractor shall (upon request) provide County with verifiable records identifying the dates and amounts whenever Commercial Solid Waste collected within the Service Area was delivered from Contractor to the other Person.
- D. County may unilaterally revoke the provisions of Section 27.C. of this Agreement if for any reason County is unable to compel the other Person to either deliver an equivalent amount of Commercial Solid Waste to the Designated Facility or pay County in compliance with the requirements of Section 27. Any revocation of Section 27.C. shall not become effective until appropriate notice of the revocation is delivered in writing to Contractor.

26. PERMITS AND LICENSES

At its expense, Contractor shall obtain all permits, licenses and approvals required by law for Contractor's activities under this Agreement. The Contractor shall maintain these permits, licenses and approvals in full force and effect at all times during the Term of this Agreement.

27. INSURANCE

The Contractor shall purchase at its cost and maintain at all times the insurance coverage described in paragraphs A, B and C, below. The Board and County shall by endorsement be additional named insureds under these policies. All liability insurance shall be on the "occurrence form." The insurance coverages and limits required under this Agreement must be evidenced by properly executed certificates of insurance submitted to County at least seven (7) days before Contractor commences work under this Agreement. Current certificates of

insurance evidencing the required coverage must be on file with County at all times.

Updated certificates of insurance must be provided to County on or before the expiration date of each year during the Term of this Agreement. All insurance carriers shall be "A" rated and shall have a financial rating size of "IX" or better, according to the A. M. Best Key Rating Guide. The certificates of insurance must expressly state that County is entitled to receive at least forty-five (45) days advance notice before any cancellation or reduction in insurance coverage takes effect. Umbrella and/or excess liability coverage may be purchased to make up the difference between the primary limit and the required limit. Contractor also may use self-insurance to satisfy part or all of the requirements of this section, if Contractor maintains a qualified self-insurance plan that satisfies the requirements of applicable law.

County's receipt of certificates or other documentation of insurance from Contractor which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements of this Agreement. The Contractor agrees that its obligation to indemnify County pursuant to this Agreement shall not be limited by the type or amount of insurance provided by Contractor pursuant to this Agreement.

- A. Workers' compensation and employer's liability insurance shall be maintained by Contractor in compliance with the laws of the State of Florida at all times during the Term of this Agreement. The employer's liability insurance shall provide coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each person-accident, and Five Hundred Thousand Dollars (\$500,000) for each person-disease, and Five Hundred Thousand Dollars (\$500,000) aggregate.
- B. At all times during the Term of this Agreement, Contractor shall maintain a commercial general liability insurance policy with minimum combined single limits of coverage in the amount of Five Million Dollars (\$5,000,000), including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability, independent contractors, premises/operations, products and completed operations, and fire liability. The coverage for contractual liability must specify that it applies to the indemnification and hold harmless provisions of this Agreement.
- C. Automobile liability insurance shall be maintained by Contractor at all times during the Term of this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage, personal injury and death, for all hired, owned, and non-owned vehicles used by Contractor in the incorporated or unincorporated areas of Escambia County.

The insurance requirements under this Agreement may be revised by County, provided that County applies the revised requirements to any other Person that has a non-exclusive franchise from County for the Collection of Commercial Solid Waste. Contractor shall be given at least sixty (60) days to comply with any revised insurance requirements.

28. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold County harmless from any and all liabilities, losses, penalties, costs or damages County may suffer as a result of any claims, suits, demands, or judgments against County arising out of or in any way related to the acts or

omissions of Contractor under this Agreement. Contractor shall not be required to indemnify or hold County harmless for any act or omission caused solely by the negligent or willful misconduct of County.

29. CONTRACTOR'S RECORDS

The Contractor shall keep and maintain its records concerning the Commercial Solid Waste Collection Service that Contractor provided during the term of this Agreement. The records shall include all of Contractor's Contracts with its Customers.

The records shall be kept in Contractor's office in Escambia County or, if Contractor does not have an office in Escambia County, Contractor shall deliver the records to the Contract Administrator within 10 business days after receiving a written request from the Contract Administrator for such records. The records shall be kept intact and available for inspection during the term of this Agreement and for two years after the termination of this Agreement.

30. POINT OF CONTACT

All discussions, notices, and payments between Contractor and County concerning this Agreement shall be directed by Contractor to the Contract Administrator, as designated in Section 31, except as otherwise provided herein.

31. NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To County:

**Escambia County Solid Waste Management
Attention: Contract Administrator
13009 Beulah Road
Cantonment, FL 32533-8831**

**Copy to: County Attorney
221 Palafox Place
Pensacola, FL 32502**

As to Contractor:

(address)

Notices shall be effective when received at the addresses specified above. Changes in these addresses may be made from time to time by written notice.

32. ANNUAL CERTIFICATION OF COMPLIANCE

The Contractor shall prepare, maintain and keep current all of the documents and reports required by this Agreement. On or before January 30th of each year during the Term of this Agreement, Contractor shall certify to County that: (a) all required documents are current and on file, including but not limited to certificates of insurance, drivers licenses, and lists of key personnel and equipment; (b) all franchise fees, tipping fees, and payments pursuant to Sections 18, 22 and 25 of this Agreement have been calculated correctly and paid in full for the prior year; and (c) all notices have been provided in compliance with the requirements in Section 14 of this Agreement.

33. UNCONTROLLABLE CIRCUMSTANCES

Neither County nor Contractor shall be in default of this Agreement if delays in or failure of performance are due to Uncontrollable Forces, the effect of which the non-performing party could not avoid by the exercise of reasonable diligence. Neither party shall, however, be excused from performance if nonperformance is due to forces or events that are preventable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

34. ADMINISTRATIVE CHARGES

Subject to the provisions of this Agreement, County Administrator may collect administrative charges from Contractor.

- A. The administrative charge shall be \$500 per incident for each of the following events:
1. Failure to maintain minimum office hours, as required in Section 12 of this Agreement;
 2. Failure to provide properly licensed and qualified equipment operators, as required in Section 10 of this Agreement;
 3. Failure to provide documents and reports to County in the manner required in Sections 21 and 32 of this Agreement;
 4. Failure to replace a damaged Container or Garbage Cart within five business days after receiving a written request to do so, as required by Section 6 of this Agreement;
 5. Failure to pick up or clean up Contractor's spillage of Solid Waste immediately, as required in Section 16 of this Agreement;
 6. Failure to cover Solid Waste that is being transported in a collection vehicle, as required in Section 16 of this Agreement;
 7. Failure to display Contractor's name on Contractor's vehicles, as required

in Section 11 of this Agreement, or failure to display Contractor's name and phone number, individual number in the size specified on Containers, or failure to display individual vehicle numbers in the size specified as required in Section 6 of this Agreement;

8. Failure to respond to Customer calls or complaints in a timely manner, as required in Section 13 of this Agreement.

B. The administrative charge shall be \$1,000 for each of the following events:

1. Failure to provide timely public notices pursuant to Section 14 of this Agreement;
2. Failure to adjust a Customer's bill in the manner required by Section 19 of this Agreement.

The administrative charge for subparagraph A., above, is intended to apply only one time to each failure to give notice, even if the failure to give notice involved more than one Customer.

County Administrator shall notify Contractor in writing of any administrative charge that will be assessed against Contractor and the basis for each assessment. If Contractor wishes to contest any administrative charge, Contractor shall have fifteen (15) calendar days after the receipt of County's notice in which to meet with County Administrator and discuss the proposed administrative charge. If Contractor and County Administrator are unable to agree about the proposed administrative charge, Contractor shall submit a written request for a hearing before the Board. Contractor's request shall be delivered to County Administrator within 21 calendar days after Contractor's receipt of County's notice regarding the proposed administrative charge.

If a hearing is requested, County Administrator shall provide Contractor with at least 14 days advance notice of the time, date, and place of the hearing before the Board. At the hearing, the Board shall fully and fairly consider Contractor's objections and defense to the proposed administrative charge. After hearing the information presented by Contractor and County Administrator, the Board shall decide whether, and the extent to which, an administrative charge should be collected from Contractor. The Board's action shall be based on the decision of a majority of those that are in attendance and able to vote, without a conflict of interest.

Unless the proposed administrative charge is dismissed by County Administrator or the Board, Contractor shall pay the administrative charge within thirty (30) days after receipt of the notice from County Administrator or, if the case is heard by the Board, within thirty (30) days after the Board's decision.

35. DEFAULT BY CONTRACTOR

The Board may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the occurrence of any one of the following events:

- A. Contractor admits in writing that it is bankrupt, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement for its reorganization or the re-adjustment of its indebtedness under the Federal bankruptcy laws or under any other law, or consents to the appointment of a receiver, trustee or liquidator for all or substantially all of its property; or

- B. Contractor is adjudged bankrupt, or an order is issued approving a petition filed by any one of the creditors or stockholders of Contractor for the reorganization or readjustment of its indebtedness; or
- C. By or pursuant to any legislative act or order of any court, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Contractor; or
- D. Contractor defaults, by failing or refusing to perform or comply with the material terms, conditions or covenants in this Agreement, provided the default is not cured within thirty (30) days of receipt of written notice from County Administrator to do so.

If Contractor fails to deliver all of its Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, and fails to pay the amounts owing to County in the manner required in Section 25 of this Agreement, County may terminate this Agreement and collect damages from Contractor. For the purposes of this paragraph, County's damages shall include but not be limited to the revenues (e.g., tipping fees and franchise fees) that County would have received from Contractor during the remainder of the Term of this Agreement if Contractor had not defaulted. At a minimum, County's lost revenues for each year remaining under this Agreement shall be deemed to be at least as great as the revenues collected during the year prior to the termination of this Agreement.

If Contractor has frequently, regularly or repetitively defaulted in the performance of any of the material conditions or requirements contained in this Agreement, the Board may in its sole discretion deem Contractor to be a habitual violator, regardless of whether Contractor has corrected each individual condition of default. Under such circumstances, Contractor shall forfeit its right to any grace period to correct or cure future defaults. All of Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. County shall issue a written notice to Contractor that Contractor has been deemed a habitual violator and any single default by Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, County may terminate this Agreement by giving a written notice to Contractor.

In the event of any termination pursuant to the provisions in this section, the termination shall be effective upon the date specified in County's written notice to Contractor. Upon said date, this Agreement shall be deemed immediately terminated and all liability of County under this Agreement to Contractor shall cease. This section creates a supplemental and additional means of terminating this Agreement and shall not be deemed to be in lieu of any other remedy available at law or in equity.

If Contractor fails to comply with the requirements of this Agreement concerning the payment of any franchise fee, tipping fee, administrative charge, or other sum that is due and owing to County, Contractor shall be in default of this Agreement and County may pursue any and all of its remedies against Contractor. In any such case, County shall be entitled to recover: (a) the full amount that is due and owing; (b) interest, which shall accrue at the legal rate established pursuant to Section 55.03, Florida Statutes, beginning from the earliest date allowed by law; (c) all court costs; and (d) all collection costs, including but not limited to the cost of any audits, reports, or investigations, whether conducted by County staff or another Person.

36. DEFAULT BY COUNTY

- A. County shall be in default if County: (a) grants an exclusive franchise for the Collection of Commercial Solid Waste within the Service Area during the Term of this Agreement; or (b) terminates this Agreement without cause. If County defaults in this fashion and fails to cure the default within 30 days after receiving written notice of the default from Contractor, Contractor may terminate this Agreement and recover its damages. For the purposes of this paragraph, Contractor's damages shall include, but not be limited to, the profits that Contractor would have earned during the remainder of the Term of this Agreement if County had not defaulted.

- B. County will be in default, and Contractor may terminate this Agreement after providing notice and 30 days to cure, if County: (a) closes the portion of the Perdido Landfill that is used for the disposal of Garbage (i.e., the area designated by the Florida Department of Environmental Protection as a Class I landfill); (b) allows any Person (other than County) to own or operate the portion of the Perdido Landfill used for the disposal of Garbage; or (c) requires Contractor to use a new Designated Facility (i.e., other than the Perdido Landfill), without obtaining the prior written approval of Contractor. In these circumstances, if Contractor does not terminate this Agreement, Contractor may continue to collect Commercial Solid Waste in the Service Area, subject to the terms and conditions set forth in this Agreement, but Contractor shall not be obligated to deliver the Commercial Solid Waste that it collects to the Designated Facility. If Contractor does not deliver its Solid Waste to the Designated Facility, Contractor shall not be obligated to pay a tipping fee to County for such waste. With regard to the acts of default described in this paragraph, County shall not be liable to Contractor for damages or any other relief, except as provided in this paragraph.

- C. If County charges any Person a tipping fee at the Designated Facility, or a franchise fee for the Collection of Commercial Solid Waste in the Service Area, that is lower than the comparable fee that County charges Contractor under this Agreement, this Agreement shall be amended automatically (without the need for further action by the Board) to authorize Contractor to pay the lower tipping fee or franchise fee. Thereafter, the tipping fees and franchise fees paid by Contractor may be increased only if the increased fees paid by Contractor are no greater than the fees paid by any other Person.

37. REMEDIES

Except with regard to the remedies provided in Section 36.B. of this Agreement, all of the remedies provided in this Agreement shall be deemed cumulative and supplemental to all other remedies available under this Agreement, at law, or in equity. The selection of any remedy under this Agreement shall not be construed or interpreted to be a waiver of any other right or remedy available under this Agreement or at law or in equity.

If it becomes necessary for County or Contractor to file a lawsuit against the other for the purposes of enforcing or interpreting any provision of this Agreement, the prevailing party in such lawsuit shall be entitled to recover their court costs and reasonable attorneys fees.

38. SURVIVABILITY

Any term, condition, covenant or obligation in this Agreement which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

39. WAIVER OF PERFORMANCE

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of County or Contractor thereafter to enforce same. Nor shall waiver by County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any subsequent breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement. Any waiver by County must be approved in advance and signed by County Administrator.

40. TITLE TO WASTE

Except as provided in this Section 40, County shall own and hold title to all Commercial Solid Waste and Recyclable Material collected by Contractor in the Service Area pursuant to this Agreement. Contractor shall have no right to take, keep, process, alter, remove or dispose of any such material without the prior written authorization of the Contract Administrator.

The provisions of the preceding paragraph shall not apply to any Commercial Solid Waste: (a) for which Contractor has made complete and timely payments to County in compliance with the requirements of Section 25 of this Agreement; or (b) collected by Contractor after a default by County under Section 36.B.

The Contractor may take, keep, process, alter, and sell Recyclable Material that is collected by Contractor in the Service Area in accordance with the provisions of this Agreement, but only if the Recyclable Material is recycled, and the amount of such Recyclable Material is reported to Contractor Administrator on an annual basis. The preceding sentence does not apply to any material destined for any use that constitutes disposal. Any materials that are not recycled, including any materials that remain after Recyclable Materials are removed from a mixed load of Commercial Solid Waste, are Commercial Solid Waste and shall be delivered to the Designated Facility.

41. ASSIGNMENT OR TRANSFER

No assignment, transfer, sale, or acquisition (collectively referred to in this section as an "assignment") of this Agreement or any right, responsibility or liability occurring under this Agreement shall be made by Contractor without the prior, express written consent of County. Any assignment of this Agreement by Contractor without the express prior written consent of County shall be null and void. Contractor shall retain all liabilities and responsibilities under this Agreement unless an assignment is approved by County Administrator.

County Administrator shall approve an assignment of this Agreement if the assignee: (a) demonstrates that it has the experience, personnel, equipment and financial resources to

comply with the requirements of this Agreement and any applicable local, state or federal law; and (b) submits a written stipulation to County confirming that the assignee will comply with the requirements of this Agreement and any applicable local, state and federal law.

The provisions of this Section 41 shall not apply, and County's approval shall not be required, if a Person acquires a majority of the stock in Contractor, provided that Contractor continues to comply with all of the provisions of this Agreement and any other applicable local, state or federal law.

No assignment of this Agreement shall be made by County without the prior, express written consent of Contractor.

42. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action to interpret or enforce the Agreement shall be brought and maintained in Escambia County, Florida.

43. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

44. INDEPENDENT CONTRACTOR

When performing any activities required by or related to this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of County. Neither Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. Contractor shall have no authority to bind County to any agreement or contract.

The Contractor shall be responsible and liable for the acts and omissions of its officers, officials, employees, and agents, including but not limited to subcontractors.

45. PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of County or Contractor.

46. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that County waives its common law sovereign immunity under Section 768.28, Florida Statutes, or any other limitation

on County's liability.

47. INTERPRETATION OF AGREEMENT

County and Contractor acknowledge that they both had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

48. THIRD-PARTY BENEFICIARIES

No provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

49. WAIVER OF CLAIMS

By entering into this Agreement, Contractor waives any and all existing claims and causes of action that it may have against County that are based on, related to, or arising out of County's use of a non-exclusive franchise system, or a Designated Facility, or this Agreement, in the manner provided herein. This waiver includes, but is not limited to, any claims or causes of action under state or federal law, or the United States Constitution, including claims that are based on, related to, or arising out of any allegation that this Agreement constitutes or implements an unlawful form of Solid Waste "flow control." Contractor further agrees that it will not assert any such claims against County during the Term of this Agreement. However, Contractor does not waive its right to pursue claims based on a default or material breach of this Agreement by County.

50. EQUAL PROTECTION FOR CONTRACTOR

- A. During the Term of this Agreement, Contractor shall be entitled to collect Commercial Solid Waste in the Service Area, subject to the same terms and conditions as any other Person that enters into a Franchise Agreement with County. During the Term of the Agreement, if County enters into a Franchise Agreement that provides rights or remedies to another Person (i.e., other than Contractor) that are different than the ones provided in this Agreement, or if County amends or modifies a Franchise Agreement to provide different rights or remedies to another Person, or if County otherwise allows another Person to collect Commercial Solid Waste in the Service Area pursuant to a Franchise Agreement with terms and conditions that are different than the ones contained in this Agreement, then County shall amend this Agreement, if requested to do so by Contractor, to make the terms and conditions of this Agreement consistent with the other Person's Franchise Agreement. In any such case, Contractor shall be entitled to enjoy the same benefits as the other Person, provided Contractor accepts and complies with the same obligations and responsibilities as the other Person.
- B. County shall enforce the terms and conditions of this Agreement in a manner that is consistent with County's enforcement of any other Franchise Agreement. If County wrongfully fails or refuses to enforce the terms of a Franchise Agreement

held by another Person (i.e., other than Contractor) for forty-five (45) days after Contractor has delivered written notice to County, then Contractor shall be entitled to operate in the same manner as the other Person, until such time as County enforces its Franchise Agreement against the other Person.

51. MERGER CLAUSE

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

CONTRACTOR

Escambia County Board of County Commissioners

BY: [Signature]
As the Duly Authorized Representative of Contractor

BY: Charles R. Oliver
Charles R. "Randy" Oliver
County Administrator

Rick Chancey
(Print or Type Name)

Date: 12/1/11

Title Division Manager

Witness Shirley L. Gaffard

Date: 10.5.2011

Witness Judy H. Witherstetter

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this 5th day of October, 2011, personally appeared before me, Rick Chancey whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed instrument.

Witness my hand and official seal.

Calenie M. Rudd
Notary Public Signature

(Notary Seal)

6/15/2014
Commission Expires

This document approved as to form and legal sufficiency.
By: [Signature]
Title: DEPT. CITY ATTY
Date: 8-30-11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1873

County Administrator's Report Item #: 11. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/05/2012

Issue: Requests for Disposition and Re-Instatement of Property

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

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

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

A. Approve the five Request for Reinstatement of Property Forms, indicating five items to be reinstated, which are described and listed on the Request Forms, with reasons for reinstatement stated; and

B. Approve the three Request for Disposition of Property Forms, indicating six items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

The property on the Request for Reinstatement of Property Forms have the reasons for the request for each to be reinstated listed on those forms, and have been signed by all applicable authorities, including the Division Manager as designee for the Department Director, and the County Administrator. All of the items to be reinstated are in better working condition than the items currently in use. The items currently in use are listed on the Request for Disposition of Property Forms. One item, Property #47251, is being transferred to the Community Corrections Department/Environmental Code Enforcement, to replace a vehicle being declared surplus by that department.

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 the Division Manager as designee for the Department Director, and the County Administrator.

BACKGROUND:

The property on the Request for Re-Instatement of Property Forms have the reasons for the request for each to be re-instated listed on those forms, and have been signed by all applicable authorities, including Division Manager as designee for Department Director, and County Administrator. All of the items to be re-instated are in better working condition than the items currently in use. The items currently in use are listed on the Request for Disposition of Property Forms. One item, Property #47251, is being transferred to the Community Corrections Department/Environmental Code Enforcement, to replace a vehicle being declared surplus by that department.

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 as designee for Department Director, and County Administrator.

BUDGETARY IMPACT:

Recoup of funds if/when property is sold; saving funds by re-purposing older vehicles rather than purchasing newer vehicles.

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.

Attachments

Property Reinstatement and Disposition Forms

Backup-Minutes and Dispositions

**REQUEST FOR RE-INSTATEMENT OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

DATE: *11/29/11 TO: Clerk & Comptroller's Finance Department

FROM: Sherry Holland *Sherry Holland* COST CENTER NO: 9990 Surplus
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
1	47192	Truck Pick-up	1FDNF20L0XED05484	F-250	1999	Good
		PLEASE RE-INSTATE TO REPLACE #48673				

ROAD DEPARTMENT
210402 Cost Center

Receiving Bureau: ROAD DEPARTMENT

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date 11/29/2011
FROM: Escambia County Branch Director Terry Gray
Branch Director or designee *Terry Gray*

RECOMMENDATION: Date: 12/7/11
TO: Board of County Commissioners
FROM: Escambia County Administration
Charles R. Oliver
Charles R. "Randy" Oliver
County Administration

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 RE-INSTATEMENT OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

DATE: *11/29/11 TO: Clerk & Comptroller's Finance Department

FROM: Sherry Holland *Sherry Holland* COST CENTER NO: 9990 Surplus
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	48386	Truck Pick-up	1GCEC14W1YZ281475	C1500	2000	Good
		PLEASE RE-INSTATE TO REPLACE #47408				

ROAD DEPARTMENT
210405 Cost Center

Receiving Bureau: ROAD DEPARTMENT

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration

Date: 11/29/2011

FROM: Escambia County Branch Director

Terry Gray

Terry Gray
Branch Director or designee

RECOMMENDATION:

Date: 12/9/11

TO: Board of County Commissioners

FROM: Escambia County Administration

Charles R. Oliver
Charles R. "Randy" Oliver,
County Administration

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 RE-INSTATEMENT OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

DATE: *11/29/11 TO: Clerk & Comptroller's Finance Department

FROM: Sherry Holland *Sherry Holland* COST CENTER NO: 9990 Surplus
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	52285	Truck Pick-up	1FTPX125X4NA23819	F-150	2003	Good
		PLEASE RE-INSTATE TO REPLACE #48504				

ROAD DEPARTMENT
210405 Cost Center

Receiving Bureau: ROAD DEPARTMENT

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration

Date 11/29/2011

FROM: Escambia County Branch Director

Terry Gray

Terry Gray
Branch Director or designee

RECOMMENDATION:

Date: 12/9/11

TO: Board of County Commissioners

FROM: Escambia County Administration

Charles R. Oliver
Charles R. "Randy" Oliver,
County Administration

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 RE-INSTATEMENT OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

DATE: *11/29/11 TO: Clerk & Comptroller's Finance Department
 FROM: Sherry Holland *Sherry Holland* COST CENTER NO: 9990 Surplus
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	49250	Truck Pick-up	1GCEC14V21Z233349	C1500	2001	Good
		<u>PLEASE RE-INSTATE TO REPLACE #48747</u>				

TRAFFIC OPERATIONS
110303 Cost Center

Receiving Bureau: TRAFFIC OPERATIONS

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name _____
 Conditions: _____ Dispose to Charity-Unusable for BOCC
 _____ Send for recycling-Unusable
 Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date 11/29/2011
 FROM: Escambia County Branch Director Terry Gray *Terry Gray*
 Branch Director or designee

RECOMMENDATION: Date: 12/9/11
 TO: Board of County Commissioners
 FROM: Escambia County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver,
 County Administration

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 RE-INSTATEMENT OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

DATE: *11/29/11 TO: Clerk & Comptroller's Finance Department
 FROM: Sherry Holland *Sherry Holland* COST CENTER NO: 9990 Surplus
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	47158	Jeep SUV	1J4FT28S1XL557831	Cherokee	1998	Good
		<u>PLEASE RE-INSTATE</u>	<u>THIS VEHICLE</u>			
		Written off by mistake	should have been 47251			

FACILITIES MANAGEMENT
 210601 Cost Center

Receiving Bureau: FACILITIES MANAGEMENT

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: _____ Dispose to Charity-Unusable for BOCC
 _____ Send for recycling-Unusable

Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date 11/29/2011
 FROM: Escambia County Branch Director Terry Gray *Terry Gray*
 Branch Director or designee

RECOMMENDATION: Date: 12/9/11
 TO: Board of County Commissioners
 FROM: Escambia County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver,
 County Administration

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**

DATE: 11/29/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210401/210402
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	48673	Truck F250	1FDNF20L2YED93861	F-250	2000	Fair
2	47408	Truck Pick-up	1FTRX18L4XNB47345	F-150	1999	Fair
3	48504	Truck Pick-up 4X4	1FTRX18L9YNB75272	F-150	2000	Fair
		THESE ARE BEING	SWAPPED FOR SURPLUS	VEHICLES		

DISPOSAL METHOD: Junked XXX Auction / Sold
 Donated Other: _____

Disposing Dept. ESCAMBIA COUNTY ROAD DEPT

Property Custodian (Signature): Sherry Holland *Sherry Holland* Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 11/29/2011
FROM: Escambia County Bureau Terry Gray
Branch Director or designee *Terry Gray*

RECOMMENDATION: Date: 12/9/11
TO: Board of County Commissioners
FROM: County Administration Charles R. Oliver
Charles R. "Randy" Oliver,
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: PUBLIC WORKS (TRAFFIC DEPAR COST CENTER NO: 211501

DON CHRISTIAN III DATE: 11/22/2011

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *[Signature]* Phone No: 595-3436

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	48747	SUV	TAG # 195230	BLAZER	2000	POOR

Disposal Comments: SUV WAS REMOVED FROM TRAFFIC TO BE REPLACED WITH A CHEVY P/U TRUCK

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

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

SUV IS SUV

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 11/23/11
 FROM: Escambia County Bureau Bureau Chief (Signature): *[Signature]*
 Bureau Chief (Print Name): Joy D. Blackman

RECOMMENDATION: Date: 12/7/11
 TO: Board of County Commissioners
 FROM: County Administration *[Signature]*
 Charles R. "Randy" Oliver,
 County Administrator or designee

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

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

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date

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

DATE: 12/12/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210401
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	46992	GRADER JOHN DEERE	DW670CX569796	670C	1998	Good
2	47092	GRADER JOHN DEERE	DW670CX569987	670C	1998	Good

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: _____

Disposing Dept. Road Department

Property Custodian (Signature): *Sherry Holland* Phone No: 937-2103

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 12/12/2011
FROM: Escambia County Bureau
Terry Gray *Terry Gray*
Director or designee

RECOMMENDATION: Date: 12/13/11
TO: Board of County Commissioners
FROM: County Administration
Charles R. Oliver
Charles R. "Randy" Oliver,
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 _____

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Charles R. "Randy" Oliver, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-9. Approval of Various Consent Agenda Items ▶

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried unanimously, approving consent Agenda Items 1 through 9, as follows, with the exception of Items 4 and 5, which were held for separate votes:

1. Approving two *Request for Disposition of Property Forms* for the Road Prison Division, 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.
2. Taking the following action concerning the Interlocal Agreement between the Escambia County Sheriff's Office, the Clerk of the Circuit Court and Comptroller for Escambia County, Florida, and Escambia County, Florida, relating to the impoundment and disposition of livestock running at large:
 - A. Approving the Interlocal Agreement; and
 - B. Authorizing the Chairman to sign the Agreement.

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: CORRECTIONS COST CENTER NO: 290202

Charles Blake DATE: 8/9/2011
 Property Custodian (PRINT FULL NAME) CHSRLES BLAKE

Property Custodian (Signature): [Signature] Phone No: 937-2100

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	47406	FORD F150	1FTRX18L0XNB47343	F150	1999	GOOD
N	52285	FORD F150	1FTPX125X4NA23819	F150	2003	GOOD
N	49373	CHEVY	1GBHC33J3TF003710	3500	1996	FAIR
N	49250	CHEVY	1GCEC14V21Z233349	1500	2001	GOOD

Disposal Comments: AUCTION

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: 8-11-11
 FROM: Escambia County Bureau Bureau Chief (Signature): [Signature]

Bureau Chief (Print Name): Gordon Pike

RECOMMENDATION: Date: 8-18-11
 TO: Board of County Commissioners
 FROM: County Administration

[Signature]
 Charles R. "Randy" Oliver Acting County Administrator
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: 9-1-2011
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) [Signature]

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

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

Verified By: [Signature]
 Date: 9/6/2011

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

9. 4-H Foundation ▶

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, taking 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. Approving 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. Authorizing the Chairman to sign the MOU.

For Information: The Board heard Commissioner Robertson disclose that he serves on the 4-H Foundation; however, he is not precluded from voting on this issue.

12. Request for Disposition of Property ▶

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried unanimously, approving 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, as amended to correct the Serial Number on Property Item Number 53960 to read SVDD871; 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.

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

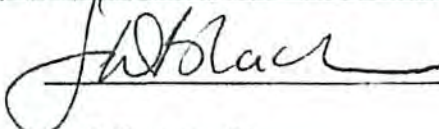
TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Public Works/Facilities Management COST CENTER NO: 210601
 David W. Wheeler, CFM, Branch Director DATE: 8/8/2011
 Property Custodian (PRINT FULL NAME)
 Property Custodian (Signature):  Phone No: 850-595-3190

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

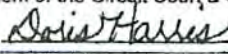
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	47192	Ford F250	1FDNF20L0XED05484	F250	1999	Fair
N	47495	Jeep SUV Cherokee	1J4FT28S3XL618550	Cherokee	1999	Fair
N	47415	Jeep SUV Cherokee	1J4FT28S5XL595417	Cherokee	1999	Fair
N	44879	Ford F250	1FTHF25H2VEB54277	F250	1997	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. Oliver
 Charles R. "Randy" Oliver
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: SEP 15 2011
 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 _____

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued
- 1-9. Approval of Various Consent Agenda Items – Continued
 4. See Page 14.
 5. Approving the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by the Pensacola Beach Chamber of Commerce, at the Casino Beach Fishing Pier, from 11:59 p.m., December 31, 2011, to 12:10 a.m., January 1, 2012.
 6. Approving the two *Request for Disposition of Property Forms* for the Solid Waste Management Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed (*of*).
 7. Approving the two *Request for Disposition of Property Forms* for the Corrections Department, Environmental Enforcement, and Animal Control Division, for property which is described and listed on the Disposition Forms, with reasons for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed (*of*).
 8. Taking the following action concerning establishing a Resolution of Support for "Project Control" as a Qualified Target Industry Business and providing for local financial support not to exceed \$9,000, in the form of an Economic Development Ad Valorem Tax Exemption (EDATE) and a Grant from the Economic Development Incentive Fund:
 - A. Adopting a Resolution (*R2011-169*) expressing support for "Project Control" as a Qualified Target Industry Business and providing for local financial support not to exceed \$9,000; and
 - B. Authorizing the Chairman to sign the Resolution.

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

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

SANDRA SLAY DATE: 10-24-11
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Sandra Slay Phone No: 595-1824

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	53018	PRIUS - CAR	JTDKB22UX40059965	TOYOTA	2004	Driveable/Fair
N	50963	MALIBU - CAR	1GIND52J92M720947	CHEVY	2002	FAIR
N	50964	MALIBU - CAR	1GIND52J32M720	CHEVY	2002	FAIR
N	48386	SILVERADO TRUCK	1GCEC14W1YZ281475	CHEVY	2000	FAIR
N	47253	F-250 Truck	1FDNF21L0XED05483	FORD	1999	POOR
N	48674	F-250 TRUCK	1FDNF20L4YED93862	FORD	2000	FAIR

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):
Print Name

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

Computer is Ready for Disposition

Date: Information Technology Technician Signature:

TO: County Administration Date: 10/26/2011
FROM: Escambia County Bureau Bureau Chief (Signature): Gordon Pike

Bureau Chief (Print Name): GORDON PIKE

RECOMMENDATION: Date: 10/27/11
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-1819

County Administrator's Report Item #: 11. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/05/2012

Issue: Information Report - TDC Membership

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reallocation of Tourist Development Council Members/Designations - Charles R. "Randy" Oliver, County Administrator

That the Board accept, for filing with the Board's Minutes, the reallocation of the official designation of its Tourist Development Council (TDC) Members "Interested in Tourism" and "Hotel/Motel Industry" as listed below:

Interested in Tourism

Nan Harper
Gregory Jones
Denis A. McKinnon

Hotel/Motel Industry

Shirley K. Cronley
Thaisa F. Bivins
Naresh (Nash) Patel

The current membership is in compliance with Florida Statutes based on the most recent Tourist Development Council Members' Forms, submitted by each member of the TDC, pursuant to Section 125.0104(4)(e), Florida Statutes (2011).

BACKGROUND:

In an Interoffice Memorandum dated November 16, 2011, County Attorney Alison Rogers advised that the current membership of the TDC is in compliance with Florida Statutes. Ms. Rogers also advised that the County's current official designation list of TDC members as an "Interested in Tourism" or "Hotel Motel" appointee is not correct, based on the most recent forms submitted by each TDC member.

The purpose of this Recommendation is to correct the designations of the TDC Members in the Board's Minutes.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This Recommendation is based on information provided in an Interoffice Memorandum, dated November 16, 2011, from County Attorney Allison Rogers.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

TDC Membership Designation



**ESCAMBIA
COUNTY**

INTER-OFFICE MEMORANDUM

TO: Charles R. "Randy" Oliver, County Administrator
FROM: Alison P. Rogers, County Attorney *APR*
DATE: November 16, 2011
RE: Tourist Development Council Members ("TDC")

Attached please find copies of the most recent forms executed by the TDC members regarding whether they should be designated as hotel/motel members or members interested in tourism. Pursuant to these responses, I advise that the County's official designation of its TDC members be reallocated as follows:

Interested in Tourism

Nan Harper
Greg Jones
Denis A. McKinnon

Hotel/Motel Industry

Shirley K. Cronley
Thaisa F. Bivins
Naresh (Nash) Patel

As you can see, the current membership is in compliance with State law. For your reference, we have also attached the County's current official list that needs to be corrected accordingly.

APR/ds

Attachments

cc: Shirley Gafford, Program Coordinator (w/attachments)
Amy Lovoy, Bureau Chief, MBSB (w/attachments)

TOURIST DEVELOPMENT COUNCIL

The Tourist Development Advisory Council was created in accordance with Florida Statutes through County Ordinance 77-34, later revised by County Ordinance 89-7 to be known as the Tourist Development Council. The Ordinance provides that prior to making recommendations to the County Commission; the Council shall review each proposal for expenditure of funds to determine that the expenditure complies with the tourist development plan of the Ordinance. The Ordinance provides that the Council is to review all expenditures of revenue from the trust fund; expenditures that the Council believes to be authorized are to be reported to the County Commission and the Florida Department of Revenue. Upon receiving such notification, the County Commission is to review the Council's findings and take such administrative or judicial action as it sees fit under applicable law. The Board shall consist of nine members who shall be appointed by the Governing Board. The Chairman of the Governing Board of Escambia County or any other members of the Governing Board as designated by the Chairman shall serve on the Council. Two members of the Council shall be elected municipal officials, one of whom shall be from the most populous municipality in the county or sub-county special taxing district in which the tax is levied. Per the County Attorney on August 26, 2011, of the six members set out in Florida Statutes, no more than four ~~Three~~ members of the Council shall be owners or operator of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. No less than two members ~~Three~~ members of the Council shall be persons who are involved in the tourist industry and who have demonstrated an interest development, but who are not owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. All members of the Council shall be electors of the county. The members of the Council shall serve for staggered terms of four years.

Members:

Term of Office:

Board of County Commissioners

Commissioner Robinson

2011

Interested in Tourism

Nan Harper

05/24/07 - 01/05/13

Shirley K. Cronley

03/05/09 - 11/30/13

Gregory Jones

09/01/11 - 11/30/14

Hotel/Motel Industry

Denis McKinnon

02/03/05 - 02/02/13

Thaisa F. Bivins

07/08/10 - 11/30/14

Naresh (Nash) Patel

05/01/07 - 04/30/15

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY**

221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979



ALISON PERDUE ROGERS
County Attorney
Board Certified City, County, and
Local Government Law

CHARLES V. PEPPER
Deputy County Attorney
Board Certified Civil Trial Law

STEPHEN G. WEST
Assistant County Attorney
Board Certified Real Estate Law

RYAN E. ROSS
Assistant County Attorney
Board Certified City, County, and
Local Government Law

KRISTIN B. NUAL
Assistant County Attorney

TOURIST DEVELOPMENT COUNCIL MEMBER

Pursuant to § 125.0104(4)(e), Fla. Stat. (2011), I, Max Harper (name),
certify that I am involved in the tourist industry and have demonstrated an interest in tourist
development, and:

I own or operate motels, hotels, recreational vehicle parks or other tourist accommodations in
Escambia County and subject to the Tourist Development Tax (TDT). If so, I have listed the
facilities below which were subject to the TDT in calendar year 2011:

OR

I do not own or operate motels, hotels, recreational vehicle parks or other tourist
accommodations in Escambia County and subject to the tax.

Signature: Max Harper
Date: 15 November 2011

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY



ALISON PERDUE ROGERS
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Board Certified City, County, and
Local Government Law

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Board Certified Civil Trial Law

STEPHEN G. WEST
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Board Certified Real Estate Law

RYAN E. ROSS
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Board Certified City, County, and
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KRISTIN D. HUAL
Assistant County Attorney

221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979

TOURIST DEVELOPMENT COUNCIL MEMBER

Pursuant to § 125.0104(4)(c), Fla. Stat. (2011), I, GREG JONES (name),
certify that I am involved in the tourist industry and have demonstrated an interest in tourist
development, and:

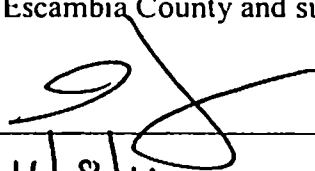
I own or operate motels, hotels, recreational vehicle parks or other tourist accommodations in
Escambia County and subject to the Tourist Development Tax (TDT). If so, I have listed the
facilities below which were subject to the TDT in calendar year 2011:

OR

I do not own or operate motels, hotels, recreational vehicle parks or other tourist
accommodations in Escambia County and subject to the tax.

Signature:

Date:



11/8/11

ALISON PERDUE ROGERS
County Attorney
Board Certified City, County, and
Local Government Law

CHARLES V. PEPLER
Deputy County Attorney
Board Certified Civil Trial Law

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Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY

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PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979



TOURIST DEVELOPMENT COUNCIL MEMBER

Pursuant to § 125.0104(4)(e), Fla. Stat. (2011), I, Denis A. McKinnon (name),
certify that I am involved in the tourist industry and have demonstrated an interest in tourist
development, and:

I own or operate motels, hotels, recreational vehicle parks or other tourist accommodations in
Escambia County and subject to the Tourist Development Tax (TDT). If so, I have listed the
facilities below which were subject to the TDT in calendar year 2011:

OR

I do not own or operate motels, hotels, recreational vehicle parks or other tourist
accommodations in Escambia County and subject to the tax.

Signature:

Denis A. McKinnon

Date:

11/7/11

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY



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TELEFAX: (850) 595-4979

TOURIST DEVELOPMENT COUNCIL MEMBER

Pursuant to § 125.0104(4)(e), Fla. Stat. (2011), I, Shirley Cronley (name),
certify that I am involved in the tourist industry and have demonstrated an interest in tourist
development, and:

I own or operate motels, hotels, recreational vehicle parks or other tourist accommodations in
Escambia County and subject to the Tourist Development Tax (TDT). If so, I have listed the
facilities below which were subject to the TDT in calendar year 2011:

HILTON GARDEN Inn

Residence Inn

HAMPDEN Inn Airport

COURTYARD - Downtown

HOMEWOOD SUITES Airport

OR

I do not own or operate motels, hotels, recreational vehicle parks or other tourist
accommodations in Escambia County and subject to the tax.

Signature:

Shirley K. Cronley

Date:

11-8-14

ALISON PERDUE ROGERS
County Attorney
Board Certified City, County, and
Local Government Law

CHARLES V. PEPPLER
Deputy County Attorney
Board Certified Civil Trial Law

STEPHEN G. WEST
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KRISTIN D. HUAL
Assistant County Attorney

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TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979



TOURIST DEVELOPMENT COUNCIL MEMBER

Pursuant to § 125.0104(4)(e), Fla. Stat. (2011), I, Thaisa F. Bivins (name),
certify that I am involved in the tourist industry and have demonstrated an interest in tourist
development, and:

I own or operate motels, hotels, recreational vehicle parks or other tourist accommodations in
Escambia County and subject to the Tourist Development Tax (TDT). If so, I have listed the
facilities below which were subject to the TDT in calendar year 2011:

Holiday Inn Resort Pensacola Beach

OR

I do not own or operate motels, hotels, recreational vehicle parks or other tourist
accommodations in Escambia County and subject to the tax.

Signature:

Thaisa F. Bivins

Date:

11-8-11

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY



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TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979

TOURIST DEVELOPMENT COUNCIL MEMBER

Pursuant to § 125.0104(4)(e), Fla. Stat. (2011), I, Narash Patel "NASH" (name),

certify that I am involved in the tourist industry and have demonstrated an interest in tourist development, and:

I own or operate motels, hotels, recreational vehicle parks or other tourist accommodations in Escambia County and subject to the Tourist Development Tax (TDT). If so, I have listed the facilities below which were subject to the TDT in calendar year 2011:

RAMADA INN PENSACOLA, TRAVELODGE INN & SUITES PENSACOLA, FL
HOWARD JOHNSON PENSACOLA PENSACOLA INN PENSACOLA FL
DAYS INN NORTH PENSACOLA.

OR

I do not own or operate motels, hotels, recreational vehicle parks or other tourist accommodations in Escambia County and subject to the tax.

Signature:

Nash Patel

Date:

11-6-2011

TOURIST DEVELOPMENT COUNCIL

The Tourist Development Advisory Council was created in accordance with Florida Statutes through County Ordinance 77-34, later revised by County Ordinance 89-7 to be known as the Tourist Development Council. The Ordinance provides that prior to making recommendations to the County Commission; the Council shall review each proposal for expenditure of funds to determine that the expenditure complies with the tourist development plan of the Ordinance. The Ordinance provides that the Council is to review all expenditures of revenue from the trust fund; expenditures that the Council believes to be authorized are to be reported to the County Commission and the Florida Department of Revenue. Upon receiving such notification, the County Commission is to review the Council's findings and take such administrative or judicial action as it sees fit under applicable law. The Board shall consist of nine members who shall be appointed by the Governing Board. The Chairman of the Governing Board of Escambia County or any other members of the Governing Board as designated by the Chairman shall serve on the Council. Two members of the Council shall be elected municipal officials, one of whom shall be from the most populous municipality in the county or sub-county special taxing district in which the tax is levied. Per the County Attorney on August 26, 2011, of the six members set out in Florida Statutes, no more than four ~~Three~~ members of the Council shall be owners or operator of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. No less than two members ~~Three~~ members of the Council shall be persons who are involved in the tourist industry and who have demonstrated an interest development, but who are not owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. All members of the Council shall be electors of the county. The members of the Council shall serve for staggered terms of four years.

Members:	Term of Office:
<u>Board of County Commissioners</u>	
Commissioner Valentino	2012
<u>Interested in Tourism</u>	
Nan Harper	05/24/07 - 01/05/13
Gregory Jones	09/01/11 - 11/30/14
Denis McKinnon	02/03/05 - 02/02/13
<u>Hotel/Motel Industry</u>	
Shirley K. Cronley	03/05/09 - 11/30/13
Thaisa F. Bivins	07/08/10 - 11/30/14
Naresh (Nash)Patel	05/01/07 - 04/30/15



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1811

County Administrator's Report Item #: 11. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/05/2012

Issue: Dredged Material Disposal Easement Agreement

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Dredged Material Disposal Easement Agreement between Ascend Performance Materials, LLC, and Escambia County - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Dredged Material Disposal Easement Agreement between Ascend Performance Materials, LLC, and Escambia County regarding the Escambia River/Bay Maintenance Dredging Project:

A. Approve the Dredged Material Disposal Easement Agreement between Ascend Performance Materials, LLC, and Escambia County, for a tract of land located at 3000 Chemstrand Road, described in Exhibit "A" and Exhibit "B", which is suitable for the construction, operation and maintenance of a dredged material storage area. The expiration date is November 23, 2015; and

B. Authorize the Chairman to sign the Agreement and all documents related to the project.

BACKGROUND:

Section 221 of the Flood Control Act of 1970, as amended in Section 210 of Water Resource Development Act for 2000, Cooperative Agreements with Counties, authorizes local non-federal interests to furnish cooperation for projects or appropriate elements of projects.

For the Escambia River to accommodate barges carrying raw materials to Ascend, periodic dredging must occur. The U.S. Army Corps of Engineers (COE) has requested Escambia County act as a local sponsor and assist in obtaining a temporary easement agreement with the property owner, Ascend, who have agreed to provide a seven-acre storage area for the dredged material. The COE has required Ascend provide Right-of-Entry in the form of a temporary easement agreement to Escambia County for activities including storage and dewatering. The dredging project will allow not only the current volume of deliveries, but increased delivery of raw materials for the anticipated plant expansion in the near future.

BUDGETARY IMPACT:

Escambia County will not be required to provide any funding.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been prepared and reviewed by Stephen G. West, Assistant County Attorney.

PERSONNEL:

Community & Environment staff members will coordinate efforts between the U.S. Army Corps of Engineers, Ascend, and the County.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Escambia County Mission "To provide efficient, responsive services that enhance our quality of life, meet common needs, and promote a safe and healthy community," and to serve as a sponsor to the U.S. Army Corps of Engineers for the purpose of obtaining Congressional funding for dredging projects.

IMPLEMENTATION/COORDINATION:

Community & Environment staff will interact with the staff from the U.S. Army Corps of Engineers and Ascend to discuss site access on an as needed basis.

Attachments

Easement Agreement

DREDGED MATERIAL DISPOSAL EASEMENT AGREEMENT

THIS DREDGED MATERIAL DISPOSAL EASEMENT AGREEMENT (the "Easement Agreement") is made and entered into as of this 14th day of December 2011, between ASCEND PERFORMANCE MATERIALS LLC, a limited liability company organized under the laws of the State of Delaware, hereinafter "Grantor," and ESCAMBIA COUNTY, a political subdivision of the State of Florida, hereinafter "Grantee."

WITNESSETH:

WHEREAS, Grantee is cooperating with the United States of America by furnishing dredge disposal areas to be utilized in the work of maintaining a navigation channel in the Escambia River in Escambia County, Florida, hereinafter referred to as the "Escambia River/Bay Maintenance Dredging Project" (the "Project"); and

WHEREAS, Grantor is the owner of a tract of land, associated with its Pensacola Plant located at 3000 Chemstrand Road in Cantonment, Florida, and more particularly described in Exhibit A and as shown on Exhibit B, both of which are attached hereto and incorporated herein as part of this Easement Agreement, which land is suitable for the construction, operation and maintenance of a dredged material storage area (the "Premises").

WHEREAS, Grantor is willing to grant to Grantee an easement in the Premises for that purpose.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor, by these presents does grant and convey unto Grantee the right, privilege, and easement to construct, operate and maintain a disposal area on the Premises for dredged materials resulting from dredging operations in the Escambia River in the vicinity of Grantor's Pensacola Plant, including the right to construct and maintain dikes and buffer zone; to deposit dredged material and accomplish any alterations of contours on the Premises as necessary in connection with such works; to clear, borrow, excavate and remove soil, dirt, and other materials including dredged material from the Premises; and for such other purposes as may be required in connection with said works within the limits of the Premises.

PROVIDED, HOWEVER, that the term of this Easement Agreement shall expire on November 23, 2015, which is the expiration date of the Permit/Authorization Number 0182162-001-DF issued to the U.S. Army Corps of Engineers on November 23, 2005. If the permit is extended beyond its expiration date, this Easement Agreement shall automatically be amended to run concurrently and expire with the permit.

TO HAVE AND TO HOLD said rights and easements unto Grantee, and its assigns, subject to the reservations and provisions hereinafter stated:

1. The rights and easements granted in this Easement Agreement shall be limited to the purposes for which same were granted.
2. All persons accessing the Premises pursuant to this Easement Agreement shall perform all work on the premises in a safe and prudent manner and in compliance with applicable law. Prior to accessing the premises, Grantee shall coordinate with Grantor to address any special safety precautions.
3. All dredged materials so deposited on the Premises will remain the property of the State of Florida and be contained by a levee and spillway system constructed by Grantee at no cost to Grantor.
4. Grantee may not grant access to any third party to remove any dredged materials without first getting prior approval from the Grantor. This access will only be granted if the third party agrees to follow the grantor's access/facility rules and at time when allowed by and convenient to the Grantor.
5. Prior to the expiration of the Easement Agreement, Grantee may remove some or all dredged material placed on the Premises pursuant to this Easement Agreement. In the event that any dredged material remains on the property after the expiration of the Easement Agreement, Grantor, at Grantor's option, may either (1) negotiate in good faith with Grantee to allow Grantee to continue to access the Premises and remove the dredged materials to the extent that such materials are needed by Grantee for public projects or (2) purchase or otherwise acquire the dredged materials for its own use from the Florida Department of Environmental Protection (Board of Trustees for the Internal Improvement Trust Fund).
6. Should Grantee remove all of the dredged material on the Premises, Grantee shall, upon expiration of the Easement Agreement, restore the Premises to its condition existing as of the commencement of the Grantee's first use of the Premises, unless otherwise agreed to by the Grantor; provided that constructed retaining dikes may remain. However, Grantee shall only be responsible for conditions caused by Grantee or any others entering the Premises under authorization of the Easement Agreement.
7. No structures for human habitation shall be constructed or maintained on the Premises during the term of this Easement Agreement.
8. No other structures shall be constructed or maintained on the Premises except as may be approved in writing by the representative of the United States in charge of the Project.
9. This Easement Agreement is executed without any warranty whatsoever, either express or implied, by Grantor and is subject to all easements and rights heretofore granted or now existing including but not limited to easements for public roads and highways, public utilities, railroads and pipelines.

10. Grantor reserves for itself and its successors and assigns, all such rights and privileges as may be used and enjoyed on the Premises without unreasonably interfering with the use of the Premises in connection with the Project for the purpose authorized by Congress or abridging the rights and easement hereby acquired.

11 It is understood by the parties hereto that this Easement Agreement does not constitute a conveyance of any portion of the fee title of the oil, gas or other minerals in, on, under or that may be produced from the Premises, but grants only an easement as herein provided.

12. Provisions of this Easement Agreement shall be binding on the parties hereto and their respective successors and assigns; provided, however, that this Easement Agreement shall not be assignable in whole or in part without Grantor's prior written consent, unless such assignment is made to the United States of America.

IN WITNESS WHEREOF, the parties have entered into this Easement Agreement as of the day and year first above written.

ASCEND PERFORMANCE MATERIALS LLC

By: Charles E. Clarke

Title: ESSH Lead

ATTEST
Karen Moore
Witness #1 Signature

Karen Moore
Witness #1 Printed Name

Edward P. Waldynski
Witness #2 Signature

Edward P. Waldynski
Witness #2 Printed Name

Florida
STATE OF TEXAS)
COUNTY OF Escambia) SS.

On this 14th day of December, ²⁰¹¹~~2010~~, before me appeared Charles E. Clarke, to me personally known, who, being by me duly sworn, did say that he is the

ESSH Lead of ASCEND PERFORMANCE MATERIALS LLC., a limited liability company of the State of Delaware, and that said instrument was signed on behalf of said company, by authority of its Sole Manager; and said Charles E. Clarke acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Deborah E. Stewart

Notary Public

My term expires: 10-22-12



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date: _____

Deputy Clerk

This document approved as to form
and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date Dec 15, 2011

EXHIBIT A
LEGAL DESCRIPTION
(The Premises)

LEGAL DESCRIPTION: PARCEL "A"

A portion of Section 30, Township 1 North, Range 30 West, Escambia County, Florida, more particularly described as follows:

Commence at the intersection of the North line of Section 15, Township 1 North, Range 30 West with the West line of Section 30, Township 1 North, Range 30 West, Escambia County, Florida said point hereafter called Point "A"; thence South 45°07'41" East along an Easterly extension of said North line for a distance of 6708.00 feet, more or less, to the West shoreline of Escambia River and for the Point of Beginning.

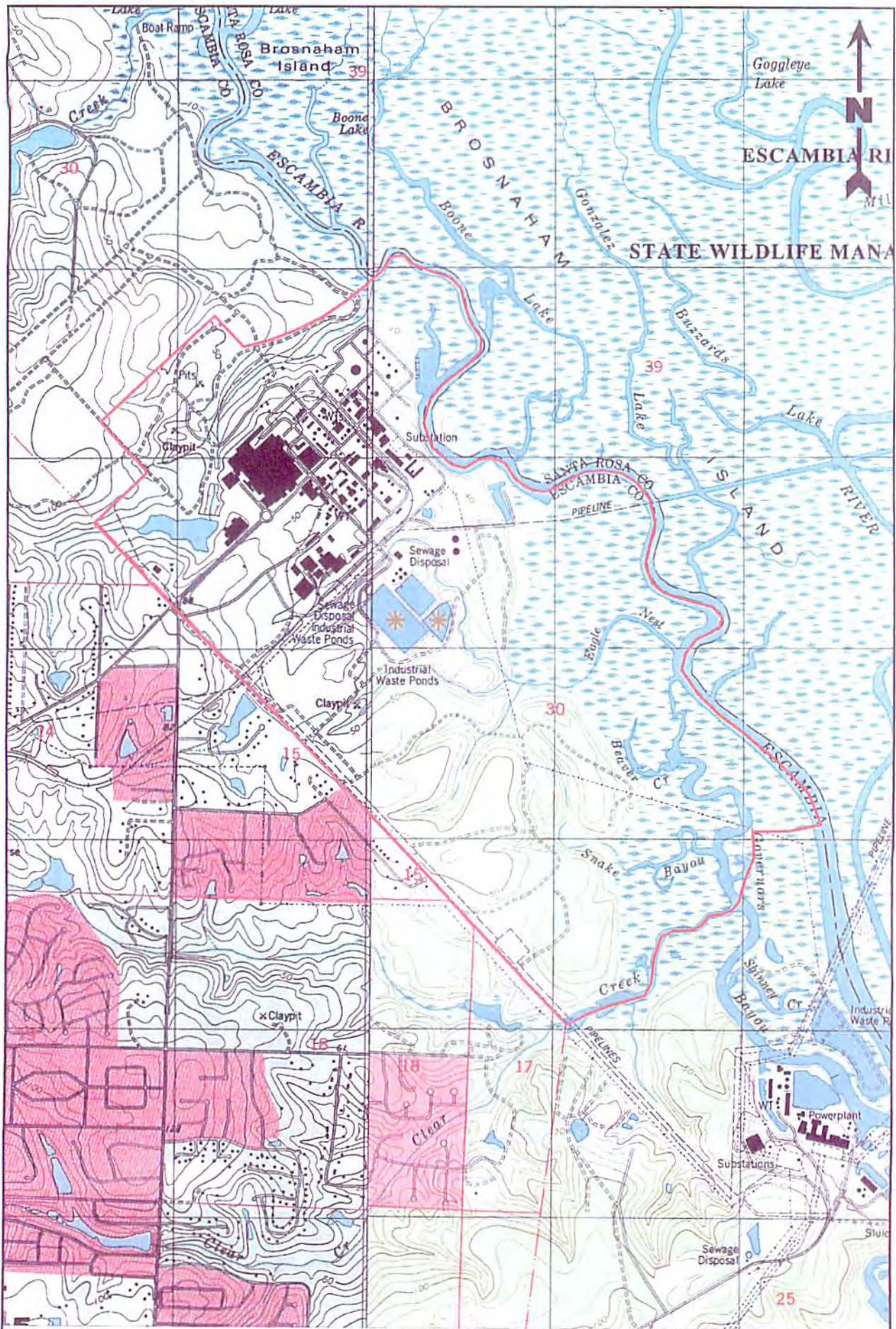
Thence North 45°07'41" West retracing line last run for a distance of 1745.00 feet, more or less to the centerline of Governors Bayou; thence Westerly along said centerline to the West line of said Section 30; Thence North 00°10'49" West along said West line for a distance of 2842.00 feet, more or less, to aforesaid Point "A"; thence South 45°07'41" East for a distance of 73.45 feet to the East line of Wiggins Unrecorded Subdivision as per survey by C.H. Overman order Number 2828; thence North 00°09'49" West along said East line for a distance of 5600.00 feet; thence South 84°36'22" West for a distance of 54.85 feet to the West line of said Section 30; thence North 00°10'49" West along said West line for a distance of 3004.20 feet to the East right of way line of Chemstrand Road (100' R/W); thence North 44°37'06" East along said right of way line for a distance of 7032 feet; thence North 00°01'13" West along said right of way line for a distance of 185.67 feet to the East right of way line of Old Chemstrand Road (R/W varies); thence North 86°12'30" East along said right of way line for a distance of 56.25 feet; thence North 01°14'39" East for a distance of 494.90 feet; thence North 44°12'25" West for a distance of 156.52 feet to the West line of said Section 30; thence North 00°04'11" East along said West line for a distance of 1491.96 feet; thence South 84°33'49" East for a distance of 1520.00 feet; thence North 00°04'11" East for a distance of 1140.16 feet; thence South 84 degrees 53'44" East for a distance of 2300.00 feet; thence South 00 degrees 04'11" East for a distance of 714.17 feet; thence South 66 degrees 31'44" East for a distance of 1204.15 feet; thence South 72 degrees 53'44" East for a distance of 442.25 feet; thence South 46 degrees 53'44" East for a distance of 45.00 feet; thence South 84 degrees 53'44" East for a distance of 820 feet, more or less to the West shoreline of Escambia River; thence Southerly along said shoreline to the Point of Beginning.

All lying and being in Section 30, Township 1 North, Range 30 West, Escambia County, Florida.

Less and Except that parcel described in OR 9661 at Page 0065 of the Public Records of Escambia County, Florida.

Less and Except all lands claimed by the State of Florida as submerged land.

EXHIBIT B
SURVEY PLAT
(The Premises)



Ascend Performance
Materials LLC

Note:

1. Base map taken from U.S.G.S. Quadrangles "Cannonment, FL" and "Pace, FL" both dated 1994, at a scale of 1:24,000
2. * Denotes industrial ponds are now closed.

1,500 0 1,500
SCALE: 1" = 1,500'

Figure 2
Topographic Quadrangles



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1889

County Administrator's Report Item #: 11. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: SBA#047 - Federal Elections Activity Match Funding

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #047 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #047, General Fund (001) and Other Grants and Projects Fund (110) in the amount of \$5,336, to recognize a transfer of Grant match funding, and appropriate these funds for the Federal Elections Activity Grant with the Escambia County Supervisor of Elections Office.

BACKGROUND:

The Supervisor of Elections (SOE) has received the Federal Elections Activity Grant which requires a 15% match from other funding sources. The SOE has the match funds in their General Fund Budget to meet the grant match requirement. A transfer of funds into the grant will meet the stated grant requirement.

BUDGETARY IMPACT:

This amendment will increase Fund 110 and decrease Fund 001 by \$5,336.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#047

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2012-

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, The State of Florida is requiring the 15% match funding associated with the Federal Elections Activity Grant to be placed with the grant funds, these funds must now 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, 2012:

General Fund Other Grants & Projects Fund Name	1 110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
T-fers from F-001	110	381001	\$5,336
Total			\$5,336

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Promotional Activities	110/550125	54801	\$5,336
Promotional Activities	001/550101	54801	(\$5,336)
T-fers to F-110	001/110215	59108	\$5,336
Total			\$5,336

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

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#047



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1882

County Administrator's Report Item #: 11. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: Sale of Real Property Located at 110 North Merritt Street

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reduction of Minimum Sales Price of Real Property Located at 110 North Merritt Street, Due to the Property Appraiser's Re-assessed Value - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the reduction of the minimum bid required for the sale of real property located at 110 North Merritt Street, due to the Property Appraiser's re-assessed value:

A. Authorize the sale of real property, Account Number 08-1454-000, Reference Number 50-2S-30-5091-011-008, to the bidder with the highest offer received at or above the reassessed minimum bid of \$17,557, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

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

BACKGROUND:

Escambia County acquired this property by governmental foreclosure in October 2005. The Board declared the property surplus and authorized its sale February 2010 with a minimum bid of \$32,207. In 2011, the Property Appraiser re-assessed the value to \$17,557 because the house requires a substantial amount of maintenance. 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:

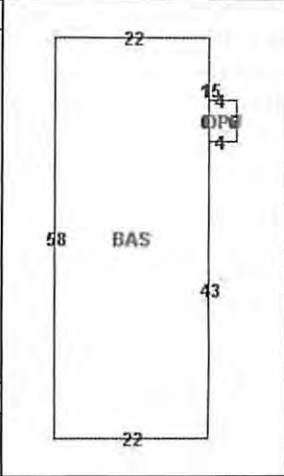
Escambia County Ordinance, Section 46.134.

IMPLEMENTATION/COORDINATION:

NA

Attachments

110 N Merritt reduc \$ backup

Buildings	
Building 1 - Address: 110 N MERRITT ST, Year Built: 1953, Effective Year: 1953	
Structural Elements FOUNDATION -SLAB ON GRADE EXTERIOR WALL -CONCRETE BLOCK NO. PLUMBING FIXTURES -3.00 DWELLING UNITS -1.00 ROOF FRAMING -HIP ROOF COVER -COMPOSITION SHG INTERIOR WALL -DRYWALL-PLASTER FLOOR COVER -ASPHALT TILE NO. STORIES -1.00 DECOR/MILLWORK -AVERAGE HEAT/AIR -WALL/FLOOR FURN STRUCTURAL FRAME -MASONRY PIL/STL	
Areas - 1300 Total SF BASE AREA - 1276 OPEN PORCH UNF - 24	
Images	



04/16/03

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.

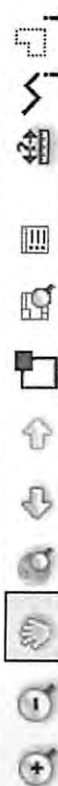
Escambia County Property Appraiser
502S305091011008 - Full Legal Description

LT 11 BLK 8 1ST ADDN TO DURCHSLAGS S/D PB 2 P 18 OR 5765 P 919 SEC 50/51 T 2S R 30 CA 216



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 \(1 row\)](#)

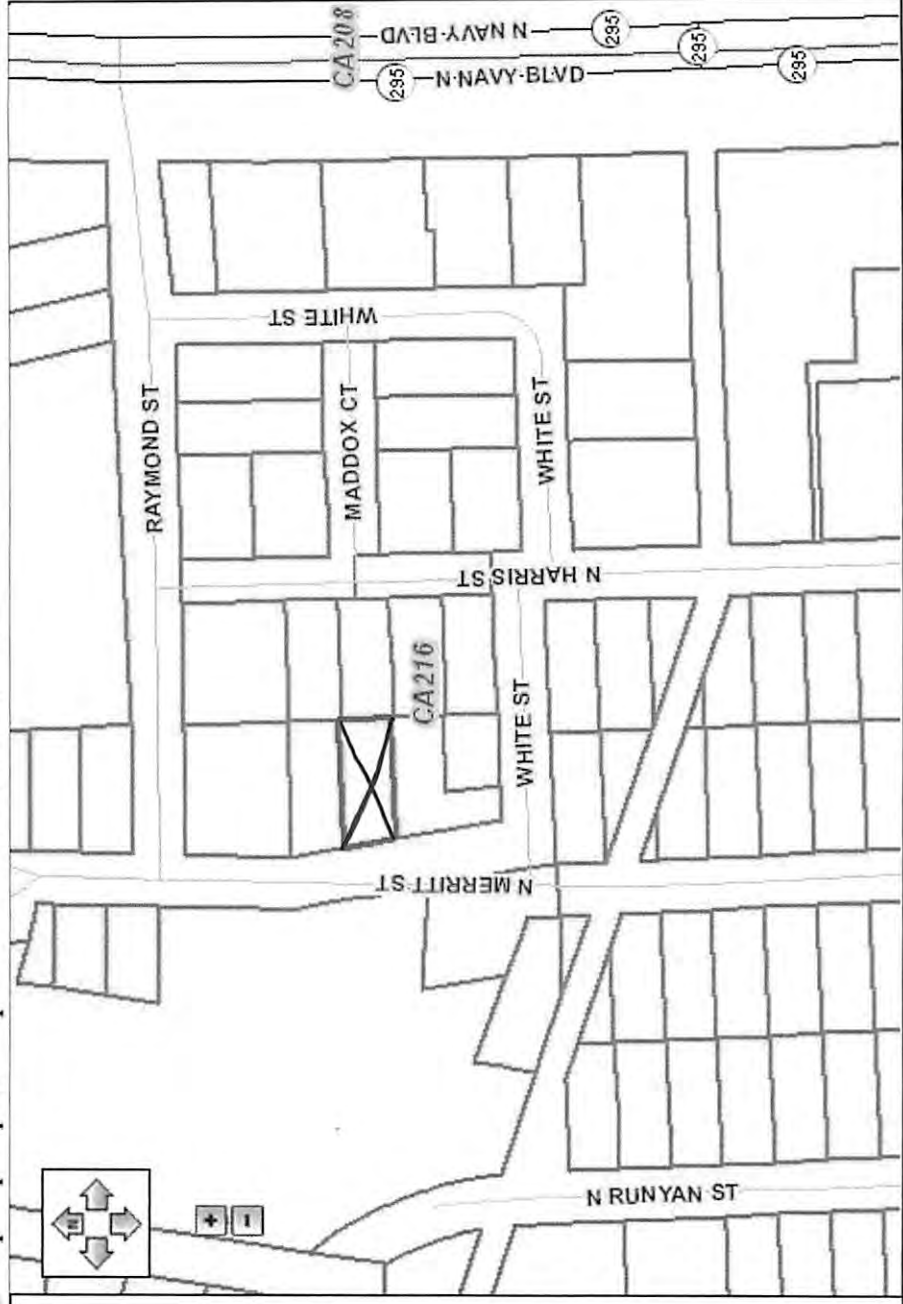
Reference: 50-2S-30-5091-011-008
Account: 08-1454-000
Section Map: CA216
Situs: 110 N MERRITT ST
Subdivision:
DURCHSLAGS 1ST ADDN PLAT 2 P 18
Owner: ESCAMBIA COUNTY
Mailing Address:
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Last Sale: 10/2005, \$100
Property Use: SINGLE FAMILY RESID
Approx. Acreage: 0.1400
Building Count: 1
Total Heated Area: 1276
Zoned: R-2

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 – Continued

1-18. Approval of Various Consent Agenda Items – Continued

3. Taking the following action concerning the reduction of the minimum bid required for the sale of real property located at 2708 West Bobe Street due to the Property Appraiser's reassessed value:
 - A. Authorizing the sale of the Board's surplus real property, Account Number 06-1481-000, Reference Number 17-2S-30-1300-015-055, acquired by governmental foreclosure, to the bidder with the highest offer above the minimum bid of \$3,526, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
 - B. Authorizing the Chairman to sign all documents related to the sale.
4. Taking the following action concerning the reduction of the minimum bid required for the sale of real property located at 411 Citrus Street due to the Property Appraiser's reassessed value:
 - A. Authorizing the sale of the Board's surplus real property, Account Number 07-1341-000, Reference Number 34-2S-30-1000-003-100, acquired by governmental foreclosure, to the bidder with the highest offer above the minimum bid of \$3,059, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
 - B. Authorizing the Chairman to sign all documents related to the sale.
5. Taking the following action concerning the surplus and sale of real property located at 110 North Merritt Street:
 - A. Declaring surplus the Board's real property, Account Number 08-1454-000, Reference Number 50-2S-30-5091-011-008;
 - B. Authorizing the sale of the property to the bidder with the highest offer received above the minimum bid of \$32,207, without further action of the Board; and
 - C. Authorizing the Chairman to sign all documents related to the sale.

BCC: 02-4-2010



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Management & Budget Services Bureau
FROM: Amy Lovoy, Bureau Chief *AL*
DATE: January 20, 2010
ISSUE: Sale of Real Property Account Number 08-1454-000 located at 110 North Merritt Street

RECOMMENDATION:

That the Board take the following action concerning the surplus and sale of real property located at 110 North Merritt Street:

- A. Declare surplus the Board's real property Account Number 08-1454-000, Reference Number 50-2S-30-5091-011-008; and
- B. Authorize the sale of the property to the bidder with the highest offer received above the minimum bid of \$32,207, 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 by governmental foreclosure in September 2005. The Property Appraiser's current assessed value is \$32,207. 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:

BCC: 02-4-2010

RE: Sale of Real Property Account Number 08-1454-000 located at 110 North Merritt Street Date:

January 20, 2010

Page 2 of 2

COORDINATION WITH OTHER AGENCIES/PERSONS:

CONCUR:



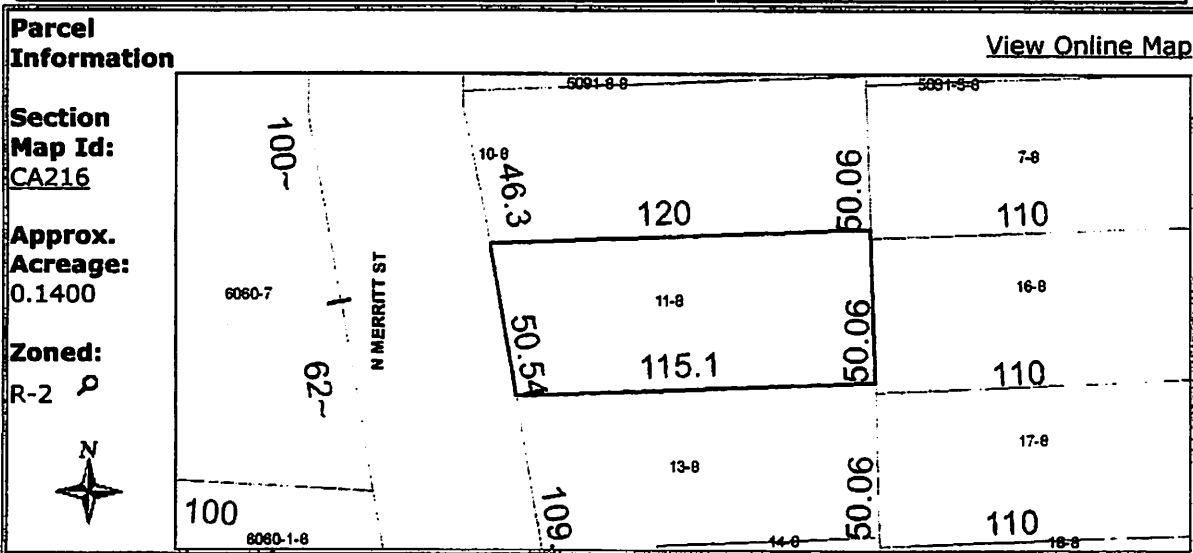
Robert R. McLaughlin, County Administrator

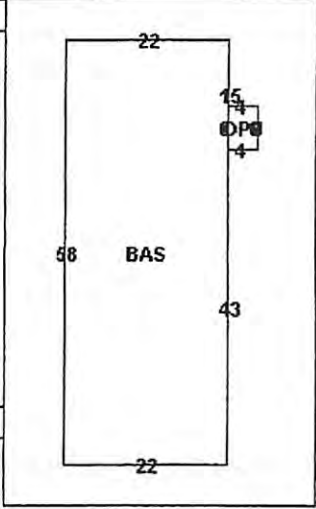
Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2009 Certified Roll Assessment	
Reference:	502S305091011008	Improvements:	\$26,507
Account:	081454000	Land:	\$5,700
Owners:	ESCAMBIA COUNTY	Total:	\$32,207
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	Save Our Homes:	\$0
Situs:	110 N MERRITT ST	Disclaimer	
Use Code:	SINGLE FAMILY RESID <input type="checkbox"/>	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data		2009 Certified Roll Exemptions	
Sale Date	Book Page Value Type	COUNTY OWNED	
		Legal Description <input type="checkbox"/>	
10/2005	5765 919 \$100 CT	LT 11 BLK 8 1ST ADDN TO DURCHSLAGS S/D PB 2 P 18 OR 5765 P 919 SEC 50/51 T 2S R 30...	
01/1973	709 98 \$2,500 SC	Extra Features	
01/1969	428 82 \$100 WD	CARPORT UTILITY BLDG	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			



Buildings	
Building 1 - Address:110 N MERRITT ST, Year Built: 1953	
Structural Elements FOUNDATION-SLAB ON GRADE EXTERIOR WALL-CONCRETE BLOCK NO. PLUMBING FIXTURES (3) DWELLING UNITS (1) ROOF FRAMING-HIP ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER FLOOR COVER-ASPHALT TILE NO. STORIES (1) DECOR/MILLWORK-AVERAGE HEAT/AIR-WALL/FLOOR FURN STRUCTURAL FRAME-MASONRY PIL/STL	
Areas - 1300 Total SF BASE AREA - 1276 OPEN PORCH UNF - 24	

Images



04/16/03

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escpaLegal 502S305091011008

Page 1 of 1

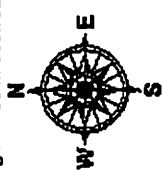
Escambia County Property Appraiser
502S305091011008 - Full Legal Description

LT 11 BLK 8 1ST ADDN TO DURCHSLAGS S/D PB 2 P 18 OR 5765 P 919 SEC 50/51 T 2S R 30 CA 216



Chris Jones
Escambia County
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<input type="text"/> to Parcel Id: <input type="button" value="Go"/>	<input type="button" value="Record Search"/> reference Nbr. 502S305091011008 account 081454080 Section Map CA216 110 N MERRITT ST owner ESCAMBIA COUNTY mailing Address 21 PALAFOX PL STE 420 ENSACOLA, FL 32502 est Sale 10/2005, \$100 property Use SINGLE FAMILY RESID approx. Acreage 0.1400 building Count 1 total Heated Area 1276	<input type="button" value="Search"/> <input type="button" value="Repeat Search"/> feet from selected parcel maximum radius allowed is 5280 feet (1 Mile) road intersects: <input type="text"/>	<input type="button" value="Search"/> <p>Scrolling Navigation Click and hold mouse over compass while moving mouse in desired direction.</p> 
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Map Layers



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1881

County Administrator's Report Item #: 11. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: Resolution to Cancel Taxes

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Revised Resolution to Cancel Taxes on Properties Owned by Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning a revised Resolution to accommodate the Tax Collector's concern that its auditors may not find the intent to cancel all tax liability sufficiently clear in the original Resolution to cancel taxes on properties, located in the Block of 1200 West Scott Street, Account Number 06-2325-000, Reference Number 17-2S-30-5008-000-001 and in the Block of 1600 West Scott Street, Account Number 06-1941-000, Reference Number 17-2S-30-1500-006-004:

A. Adopt the revised Resolution to cancel taxes from 2007 through 2012 on both properties; the total tax amount for the parcel located in the Block of 1200 West Scott Street is \$821.35, and the total tax amount for the parcel located in the Block of 1600 West Scott Street is \$644.83. These properties are scheduled to be used for Public Works' West Scott Street Sidewalk Project [Project Number 11EN1263]; and

B. Authorize the Chairman to execute the Resolution without further action of the Board.

BACKGROUND:

These properties were approved for acquisition by the Board on July 21, 2011 and were part of the Tax Deed Application List submitted for Board approval on February 17, 2011. These parcels have been designated for Public Work's West Scott Street Sidewalk Project [Project Number 11EN1263]. The Board of County Commissioners previously adopted a resolution to cancel taxes on these properties on September 1, 2011. This revised resolution is being recommended to accommodate the Tax Collector's concern that its auditors may not find the intent to cancel all tax liability sufficiently clear in the original resolution.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the attached Resolution and approved as to form and legal sufficiency.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in accordance with Section 196.28, Florida Statute.

IMPLEMENTATION/COORDINATION:

NA

Attachments

Revised Resol to cancel taxes 1200 & 1600 Scott St

Resolution R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, TO CANCEL TAXES AND TAX CERTIFICATES ON PARCELS OF PROPERTY OWNED BY ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 196.28 and 197.502(7), Florida Statutes, the Board of County Commissioners of Escambia County, Florida, has full power and authority to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or the State, upon lands heretofore or hereafter, conveyed to, or acquired by any agency, governmental subdivision or municipality of the state, or the United States for road purposes, defense purposes, recreation, reforestation or other public use; and

WHEREAS, the properties described in the Tax Deeds recorded in Official Record Book 6751 at page 1237 and Official Record Book 6751 at page 1238 of the public records of Escambia County were acquired by Escambia County and will be used for a public road and right-of-way; and

WHEREAS, at the time of the acquisition taxes were owed on the property (Tax Account Nos. 06-1941-000 and 06-2325-000), and the County accepted the property subject to taxes and tax certificates for the current and previous years;

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

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

Section 2. Taxes for the current and previous years and tax certificates in the face amounts shown below (and accrued interest, if any) are hereby cancelled:

Tax Account No. 06-1941-000

Taxes for 2012	as assessed
Taxes for 2011	\$111.68
Taxes for 2010	\$99.66
Taxes for 2009	\$99.66
Taxes for 2008	\$163.97
Taxes for 2007	\$169.86

Tax Account No. 06-2325-000

Taxes for 2012	as assessed
Taxes for 2011	\$144.66
Taxes for 2010	\$167.25
Taxes for 2009	\$167.25
Taxes for 2008	\$165.83
Taxes for 2007	\$176.36

Section 3. Upon receipt of a certified copy of this resolution, the proper officials are authorized, empowered and directed to make appropriate entries upon the records to accomplish the cancellation and discharge of any and all liens for taxes, delinquent or current, held or owned by Escambia County upon the properties.

Section 4. This Resolution shall be effective upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Adopted this _____ day of _____, 2011.

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

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: Nov. 10 20 11

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	172S305008000001
Account:	062325000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 W SCOTT ST BLK 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
Improvements:	\$0
Land:	\$8,611
Total:	\$8,611
<i>Save Our Homes:</i>	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/10/2011	6751	1238	\$100	TD	View Instr
01/1975	944	633	\$7,000	WD	View Instr
01/1968	384	375	\$7,000	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2011 Certified Roll Exemptions	
None	
Legal Description	
E 85 5/10 FT OF N 136 FT OF LT 8 S/D OR 6751 P 1238	
Extra Features	
None	

Parcel Information

[Restore Map](#)

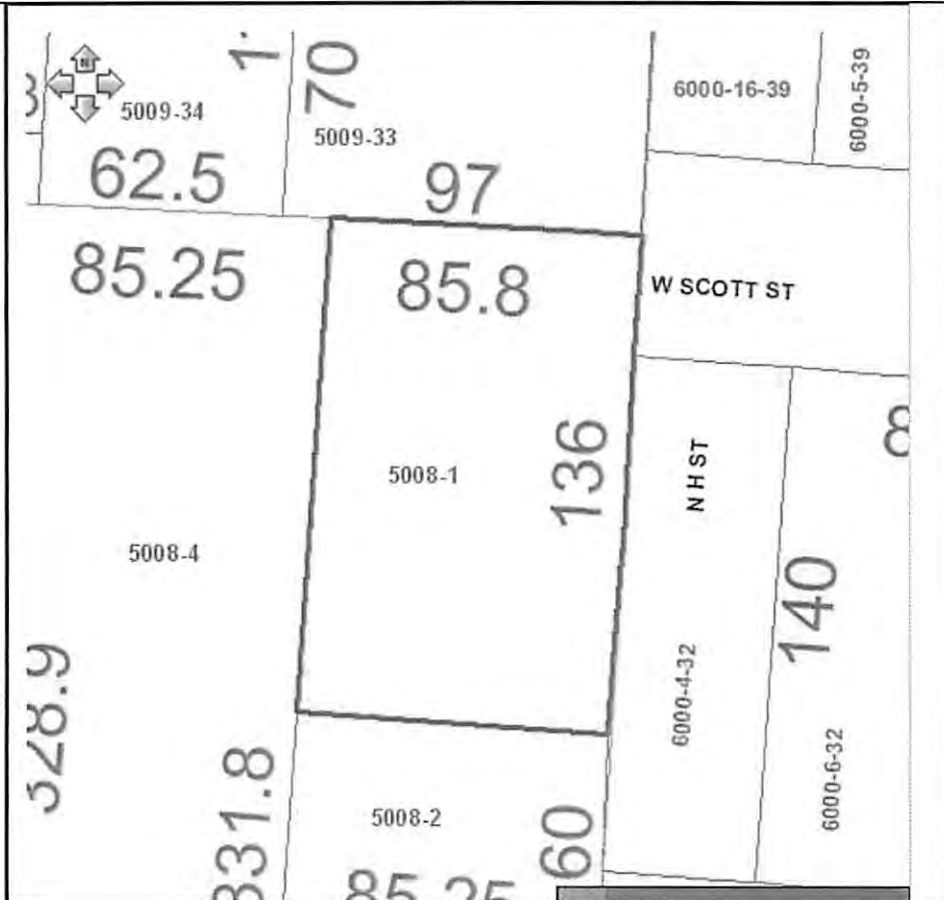
[Get Map Image](#)

[Launch Interactive Map](#)

Section Map Id:
17-2S-30-2

Approx. Acreage:
0.2600

Zoned:
R-4



Buildings
Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



Print Tool [Copy Map Image](#)

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

Reference: 17-2S-30-5008-000-001
Account: 06-2325-000
Section Map: 17-2S-30-2
Situs: 1200 W SCOTT ST BLK
Owner: ESCAMBIA COUNTY
Mailing Address:
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Last Sale: 8/10/2011, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.2600
Building Count: 0
Total Heated Area: 0
Zoned: R-4



Include radius in selection (5280 ft max)
ft
Radius is used only with single parcel selection

Lookup Options:
Reference Nbr
 Auto Select
Lookup Results

Ex: 012N334444555666

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	172S301500006004
Account:	061941000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1600 SCOTT ST BLK 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
Improvements:	\$0
Land:	\$6,626
Total:	\$6,626
<i>Save Our Homes:</i>	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/10/2011	6751	1237	\$100	TD	View Instr
01/1978	1195	231	\$1,100	OT	View Instr
01/1974	827	470	\$1,100	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2011 Certified Roll Exemptions	
None	
Legal Description	<input type="text"/>
LTS 6 7 BLK 4 OR 827 P 470 BRITTON PLACE PLAT DB 154 P 521...	
Extra Features	<input type="text"/>
None	

Parcel Information

[Restore Map](#)

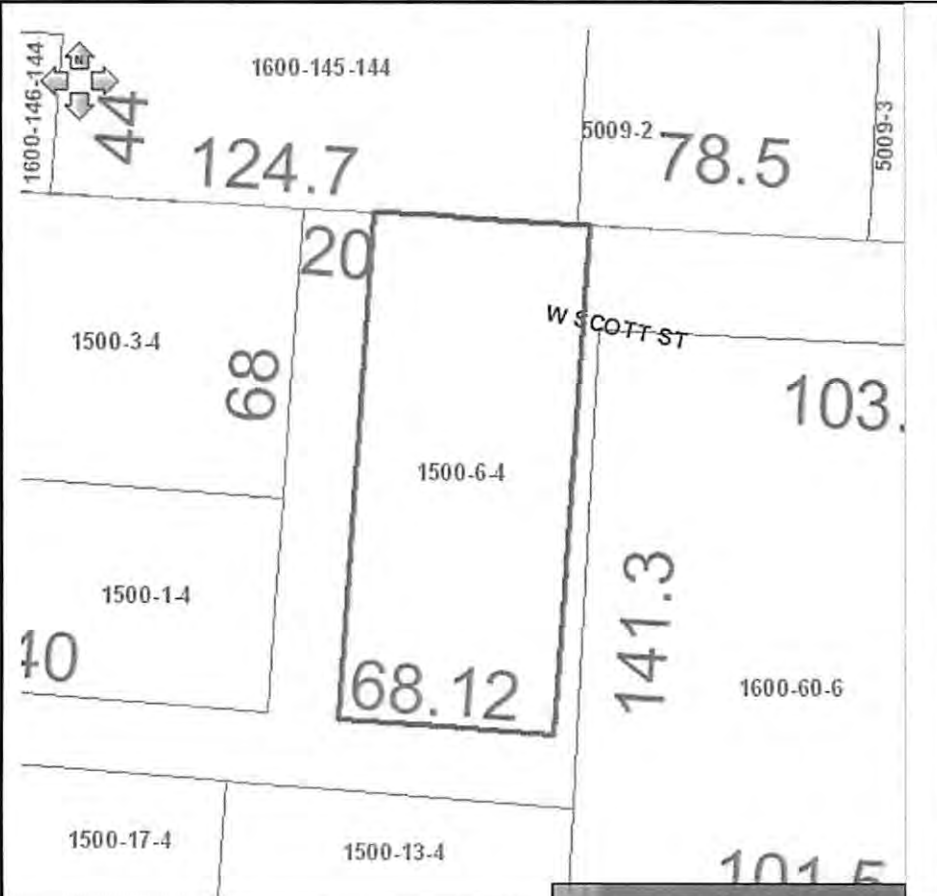
[Get Map Image](#)

[Launch Interactive Map](#)

Section Map Id:
17-2S-30-2

Approx. Acreage:
0.2000

Zoned:
R-4



Buildings

Images



02/06/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
172S301500006004 - Full Legal Description

LTS 6 7 BLK 4 OR 827 P 470 BRITTON PLACE PLAT DB 154 P 521 OR 6751 P 1237



Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



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

Reference: 17-2S-30-1500-006-004
Account: 06-1941-000
Section Map: 17-2S-30-2
Situs: 1600 SCOTT ST BLK
Subdivision:
BRITTON PLACE PLAT DB 154 P 521
Owner: ESCAMBIA COUNTY
Mailing Address:
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Last Sale: 8/10/2011, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.2000
Building Count: 0
Total Heated Area: 0
Zoned: R-4



Include radius in selection (5280 ft max)
ft
Radius is used only with single parcel selection

Lookup Options:
Reference Nbr Auto Select
Lookup Results

Ex: 012N334444555666

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

5. 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. Adopting the Resolution (*R2011-133*) authorizing the conveyance of real property located at 2618 North Guillemard Street, Account Number 13-2377-000, Reference Number 00-0S-00-9010-040-151, to Pensacola Habitat for Humanity, Inc.;
- B. Approving the sale price of \$35,000 for the 2618 North Guillemard Street property;
- C. Acknowledging that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
- D. 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
- E. Authorizing the Chairman to execute the Resolution and all documents related to the sale.

6. Taking the following action concerning a Resolution to cancel taxes on properties located in the Block of 1200 West Scott Street, Account Number 06-2325-000, Reference Number 17-2S-30-5008-000-001, and in the Block of 1600 West Scott Street, Account Number 06-1941-000, Reference Number 17-2S-30-1500-006-004, recently acquired by the County:

- A. Adopting the Resolution (*R2011-134*) to cancel taxes from 2007 through 2010 on both properties; total tax amount for parcel located in Block of 1200 West Scott Street is \$676.69 and for parcel located in Block of 1600 West Scott Street is \$535.15; these properties are scheduled to be used for Public Work's West Scott Street Sidewalk Project (Project Number 11EN1263); and
- B. Authorizing the Chairman to execute the Resolution, without further action of the Board.

Resolution R2011-134

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, TO CANCEL TAXES AND TAX CERTIFICATES ON PARCELS OF PROPERTY OWNED BY ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 196.28 and 197.502(7), Florida Statutes, the Board of County Commissioners of Escambia County, Florida, has full power and authority to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or the State, upon lands heretofore or hereafter, conveyed to, or acquired by any agency, governmental subdivision or municipality of the state, or the United States for road purposes, defense purposes, recreation, reforestation or other public use; and

WHEREAS, the properties described in the Tax Deeds recorded in Official Record Book 6751 at page 1237 and Official Record Book 6751 at page 1238 of the public records of Escambia County were acquired by Escambia County and will be used for a public road and right-of-way; and

WHEREAS, at the time of the acquisition taxes were owed on the property (Tax Account Nos. 06-1941-000 and 06-2325-000), and the County accepted the property subject to taxes and tax certificates for the current and previous years;

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

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

Section 2. The following taxes for the current and previous years and tax certificates in the face amounts shown below (and accrued interest, if any) are hereby cancelled:

Tax Account No. 06-1941-000

Taxes for 2010	\$99.66
Taxes for 2009	\$99.66
Taxes for 2008	\$163.97
Taxes for 2007	\$169.86

Verified By: *Ofelia*
Date: 9/6/2011

Tax Account No. 06-2325-000

Taxes for 2010	\$167.25
Taxes for 2009	\$167.25
Taxes for 2008	\$165.83
Taxes for 2007	\$176.36

Section 3. Upon receipt of a certified copy of this resolution, the proper officials are authorized, empowered and directed to make appropriate entries upon the records to accomplish the cancellation and discharge of any and all liens for taxes, delinquent or current, held or owned by Escambia County upon the properties.

Section 4. This Resolution shall be effective upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Adopted this 1st day of September, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA



Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court




By 

Doris Harris
Deputy Clerk

Approved: September 1, 2011

This document approved as to form and legal sufficiency.

By 

Title Asst. County Attorney
Date Aug. 18, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1292 County Administrator's Report Item #: 12.6.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: Resolution to Cancel Taxes

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval: *Charles R. Oliver 8/26/11*

RECOMMENDATION:

Recommendation Concerning a Resolution to Cancel Taxes on Properties Owned by Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning a Resolution to cancel taxes on properties located in the Block of 1200 West Scott Street, Account Number 06-2325-000, Reference Number 17-2S-30-5008-000-001 and in the Block of 1600 West Scott Street, Account Number 06-1941-000, Reference Number 17-2S-30-1500-006-004, recently acquired by the County:

A. Adopt the Resolution to cancel taxes from 2007 thru 2010 on both properties; total tax amount for parcel located in Block of 1200 West Scott Street is \$676.69 and for parcel located in Block of 1600 West Scott Street is \$535.15. These properties are scheduled to be used for Public Work's West Scott Street Sidewalk Project [Project Number 11EN1263]; and

B. Authorize the Chairman to execute the Resolution without further action of the Board.

BACKGROUND:

These properties were approved for acquisition by the Board on July 21, 2011 and were part of the Tax Deed Application List submitted for Board approval on February 17, 2011. These parcels have been designated for Public Work's West Scott Street Sidewalk Project [Project Number 11EN1263].

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the attached Resolution and approved as to form and legal sufficiency.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in accordance with Section 196.28, Florida Statute.

IMPLEMENTATION/COORDINATION:

NA

Attachments

1200 & 1600 Blks W Scott St-Tax Deed

Resolution R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, TO CANCEL TAXES AND TAX CERTIFICATES ON PARCELS OF PROPERTY OWNED BY ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 196.28 and 197.502(7), Florida Statutes, the Board of County Commissioners of Escambia County, Florida, has full power and authority to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or the State, upon lands heretofore or hereafter, conveyed to, or acquired by any agency, governmental subdivision or municipality of the state, or the United States for road purposes, defense purposes, recreation, reforestation or other public use; and

WHEREAS, the properties described in the Tax Deeds recorded in Official Record Book 6751 at page 1237 and Official Record Book 6751 at page 1238 of the public records of Escambia County were acquired by Escambia County and will be used for a public road and right-of-way; and

WHEREAS, at the time of the acquisition taxes were owed on the property (Tax Account Nos. 06-1941-000 and 06-2325-000), and the County accepted the property subject to taxes and tax certificates for the current and previous years;

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

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

Section 2. The following taxes for the current and previous years and tax certificates in the face amounts shown below (and accrued interest, if any) are hereby cancelled:

Tax Account No. 06-1941-000

Taxes for 2010	\$99.66
Taxes for 2009	\$99.66
Taxes for 2008	\$163.97
Taxes for 2007	\$169.86

Tax Account No. 06-2325-000

Taxes for 2010	\$167.25
Taxes for 2009	\$167.25
Taxes for 2008	\$165.83
Taxes for 2007	\$176.36

Section 3. Upon receipt of a certified copy of this resolution, the proper officials are authorized, empowered and directed to make appropriate entries upon the records to accomplish the cancellation and discharge of any and all liens for taxes, delinquent or current, held or owned by Escambia County upon the properties.

Section 4. This Resolution shall be effective upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Adopted this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.

By: Schulz
Title: Asst. County Attorney
Date: Aug. 18, 2011

1200 Seaford Street Bldg
(ENUG)

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011083059 08/10/2011 at 10:12 AM
OFF REC BK: 6751 PG 1238 - 1238 Doc Type TXD
RECORDING: \$10.00

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

Tax Deed File No. 11-288
Property Identification No. 1725305008000001
Tax Account No. 062325000

TAX DEED

State of Florida
County of Escambia

The following Tax Sale Certificate Numbered 03148 issued on May 30, 2008 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 2nd day of May 2011, offered for sale as required by law for cash to the highest bidder and was sold to: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, 221 PALAFOX PLACE PENSACOLA, FL 32502, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 2nd day of May 2011, in the County of Escambia, State of Florida, in consideration of the sum of (\$1,673.66) ONE THOUSAND SIX HUNDRED SEVENTY THREE AND 66/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

E 85 5/10 FT OF N 136 FT OF LT 8 S/D OR 944 P 633

** Property previously assessed to: FRANCES SPIRES

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

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

Nick Kelly
witness Nick Kelly
Marilyne Avila
witness Marilyn Avila



State of Florida
County of Escambia

On this 10th Day of August 2011 before me Marilyn Avila personally appeared Ernie Lee Magaha, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid.

ERNIE LEE MAGAHA, Clerk of the Circuit Court

By: *Marilyne Avila*
Marilyne Avila, Deputy Clerk



1600 Scott Street Bk
(ENG)

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
R/S# 2011053058 09/10/2011 at 10:12 AM
CFF REC BK: 8751 PG. 1237 - 1237 Doc Type: TXD
RECCRDING: \$10.00

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

Tax Deed File No. 11-283
Property Identification No. 172S301500006004
Tax Account No. 061941000

TAX DEED

State of Florida
County of Escambia

The following Tax Sale Certificate Numbered 03082 issued on May 30, 2008 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 2nd day of May 2011, offered for sale as required by law for cash to the highest bidder and was sold to: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, 221 PALAFOX PLACE PENSACOLA, FL 32502, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 2nd day of May 2011, in the County of Escambia, State of Florida, in consideration of the sum of (\$1,523.85) ONE THOUSAND FIVE HUNDRED TWENTY THREE AND 85/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

LTS 6 7 BLK 4 OR 827 P 470 BRITTON PLACE PLAT DB 154 P 521 OR 1195 P 231

** Property previously assessed to: FRANCES SPIRES

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

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

Nick Kelly
witness Nick Kelly
Maryline Avila
witness Maryline Avila



State of Florida
County of Escambia

On this 10th Day of August, 2011 before me Maryline Avila personally appeared Ernie Lee Magaha, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.
Witness my hand and official seal date aforesaid.

ERNIE LEE MAGAHA, Clerk of the Circuit Court
By: *Maryline Avila*
Maryline Avila, Deputy Clerk





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1880

County Administrator's Report Item #: 11. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: Surplus and Sale of Real Property

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Escheated Property Located at 1317 Dr. Martin Luther King, Jr., Drive that has Escheated to the County - 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 1317 Dr. Martin Luther King, Jr., Drive, that has escheated to the County:

A. Declare surplus the Board's real property, Account Number 13-3117-000, Reference Number 00-0S-00-9020-013-040;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$30,713, in accordance with Section 46.134 of the Escambia County Code of Ordinances;

C. Authorize the County Attorney to take such necessary actions to evict the occupants of this County-owned property; and

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

BACKGROUND:

This property escheated to the County on October 7, 2011. The Property Appraiser's 2011 Certified Roll Assessment value is \$30,713. 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:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

1317 Dr. Martin Luther King Jr. Drive

[Back](#)

Source: Escambia County Property Appraiser

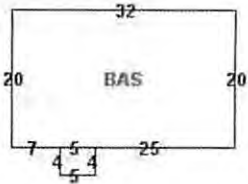
[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 000S009020013040 Account: 133117000 Owners: GRAY MURJANI & O BANNON HENRY EST OF Mail: 603 WYNNEHURST ST PENSACOLA, FL 32503 Situs: 1317 DR MARTIN LUTHER KING JR DR 32503 Use Code: SINGLE FAMILY RESID Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</p>	<p>2011 Certified Roll Assessment</p> <p>Improvements: \$26,438 Land: \$4,275 <hr/> Total: \$30,713 Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1 Calculations</p>
--	---

<p>Sales Data</p> <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>06/2004</td> <td>5447</td> <td>1541</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>11/1990</td> <td>2932</td> <td>815</td> <td>\$1,100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>02/1987</td> <td>2357</td> <td>546</td> <td>\$1,000</td> <td>TD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	06/2004	5447	1541	\$100	QC	View Instr	11/1990	2932	815	\$1,100	QC	View Instr	02/1987	2357	546	\$1,000	TD	View Instr	<p>2011 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description</p> <p>E 75 FT OF LT 14 BLK 40 EAST KING TRACT OR 5447 P 1541 CA 66</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
06/2004	5447	1541	\$100	QC	View Instr																				
11/1990	2932	815	\$1,100	QC	View Instr																				
02/1987	2357	546	\$1,000	TD	View Instr																				

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

<p>Section Map Id: CA066</p> <p>Approx. Acreage: 0.0500</p> <p>Zoned: R-NC</p>	<p>The map displays a street grid with 'E LEE ST' running horizontally and 'DR MARTIN LUTHER KING JR DR' running vertically. Several parcels are outlined and labeled with their respective parcel numbers and dimensions. Parcel 125 is a large parcel at the top. Below it, a row of parcels includes 42 (9020-14-40), 75 (9020-13-40), and 30. Further down, another row includes 8, 30, 30, 30, 30, and 30. The bottom-most parcel is 125 (9020-16-40). Dimensions like 45, 30, 8, and 30 are indicated along the parcel boundaries.</p>
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Buildings	
Building 1 - Address: 1317 DR MARTIN LUTHER KING JR DR, Year Built: 1991, Effective Year: 1991	
<div style="border: 1px solid black; padding: 2px;">Structural Elements</div> <p>FOUNDATION-SLAB ON GRADE EXTERIOR WALL-SIDING-SHT.AVG. NO. PLUMBING FIXTURES-3.00 DWELLING UNITS-1.00 ROOF FRAMING-GABLE ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER FLOOR COVER-CARPET NO. STORIES-1.00 DECOR/MILLWORK-AVERAGE HEAT/AIR-CENTRAL H/AC STRUCTURAL FRAME-WOOD FRAME</p> <div style="border: 1px solid black; padding: 2px;">Areas - 660 Total SF</div> <p>BASE AREA - 640 OPEN PORCH UNF - 20</p>	
Images	



11/03/09

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: 00-0S-00-9020-013-040
Account: 13-3117-000
Section Map: CA066
Situs: 1317 DR MARTIN LUTHER KING JR DR
Subdivision:
EAST KING TRACT
Owner: GRAY MURJANI &
Mailing Address:
603 WYNNEHURST ST
PENSACOLA, FL 32503
Last Sale: 6/2004, \$100
Property Use: SINGLE FAMILY RESID
Approx. Acreage: 0.0500
Building Count: 1
Total Heated Area: 640
Zoned: R-NC



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: 012N334444555666

**DEED
ESCHEATED**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

WHEREAS, Tax Certification No. 08614 was issued on June 1, 2006, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 3rd day of November, 2008, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners Escambia County, Florida 221 Palafox Place Ste 110, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

E 75 FT OF LT 14 BLK 40 EAST KING TRACT OR 5447 P 1541 CA 66

SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER 000S009020013040
TAX ACCOUNT NUMBER 133117000

**Property previously assessed to: Henry O Bannon, Murjani Gray

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 6th day of October, 2011.

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



WITNESSES:
Nick Kelly *Nick Kelly*
Maryline Avila *Maryline Avila*

State of Florida
County of Escambia

Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 6th day of October, 2011.

Ernie Lee Magaha, Clerk of the Circuit Court

Maryline Avila
Maryline Avila, Deputy Clerk





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1867

County Administrator's Report Item #: 11. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: Wedgewood Park Playground Equipment, PD 11-12.004

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Wedgewood Park Playground Equipment PD 11-12.004 - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off the Clay County Contract #08/09-3, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for a Landscape Structures Eclipse Playground Climber, for Wedgewood Park, to REP Services, Inc., in the amount of \$85,889.17.

[Funding: Fund 352, LOST III, Cost Center 350229, Object Code 56301, Project # 11PR14433]

BACKGROUND:

This playground unit is part of the expansion of Wedgewood Park. After several neighborhood meetings, this design was the one picked by the residents.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost Center 350229, Object Code 56301, Project #11PR 1443

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is In accordance with Escambia County, FL Ordinances, Chapter 46, Article II, Section 46-44, Applications; and Exemptions, and Section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1824

County Administrator's Report Item #: 11. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: Extension of Contract for Collections Services for Escambia County Public Safety EMS, PD 08-09.014

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Collections Services for Escambia County Public Safety EMS, PD 08-09.014 - Michael D. Weaver, Public Safety Department Director

That the Board extend the Contract for Collections Services for Escambia County Public Safety EMS, PD 08-09.014, for a 12-month period, effective February 5, 2012, to United Collection Service, Inc., under the current terms and conditions.

[Funding Source: Fund 408, Emergency Medical Service, Cost Center 330603, EMS Billing Business Ops, Object Code 53401]

BACKGROUND:

In its meeting held January 22, 2009, the Board awarded Contract PD 08-09.014, "Collections Services for Escambia County Public Safety EMS," to United Collection Service, Inc., effective February 5, 2009, for a period of 36 months, with an option to extend the Contract for two additional 12-month periods. The Contract's initial 3-year term is due to expire midnight, February 4, 2012. The recommendation is the result of a mutual agreement between the parties to exercise the option to extend the collection agency services agreement for the first of the 12-month periods.

BUDGETARY IMPACT:

Funds for these services have been budgeted in the Fund/Cost Center referenced above for FY 2011/12.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual recommended this course of action.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's policy and procedures for this Contract.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1871

County Administrator's Report Item #: 11. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: State of Florida, Division of Emergency Management Federal Fiscal Year 2011 Homeland Security Grant Program Award

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Division of Emergency Management Federal Fiscal Year 2011 Homeland Security Grant Program Award - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM) Federal Fiscal Year 2011 Homeland Security Grant Program Award for the Citizen Corps and Community Emergency Response Team (CERT) Programs, allocating to Escambia County a Grant totaling \$11,700, for the period October 1, 2011, through April 30, 2014:

- A. Accept the FDEM Award allocating \$5,850 each, for the Citizen Corps and CERT Grant Programs, to be identified in Fund 110, Other Grants and Projects, Cost Center 330458/Revenue Account 334251 and Cost Center 330430/Revenue Account 334248, respectively;
- B. Authorize the Chairman or Vice Chairman to sign the Grant Award acceptance; and
- C. Authorize the County Administrator to execute the associated Grant Agreements.

BACKGROUND:

In support of the national effort to develop and enhance Citizen Corps and CERT Programs, federal funds are being provided to continue the local effort to engage, educate, and train local citizens in their role as it relates to emergency preparedness, response, recovery, mitigation, and public health measures for all hazards. The grant will provide funds totaling \$11,700 with no local match requirement. The grant period is from October 1, 2011, through April 30, 2014.

BUDGETARY IMPACT:

These federal funds are designed as a reimbursement program to the Division of Emergency Management for costs associated with eligible program activities. There is no local match requirement. Administration fees are not specifically designated as eligible under this grant. The Citizen Corps funds will be identified in Fund 110, Cost Center 330458(Revenue Account 334251) and CERT funds identified in Fund 110, Cost Center 330430 (Revenue Account 334248).

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the award acceptance document and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Board's Competitive Grants Application Policy and FDEM guidelines.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the award letter and subsequent agreements. Coordination of these grants will be between FDEM and the Escambia County Division of Emergency Management, and include any other organization or agency identified for the grant implementation.

Attachments

CERT and Citizen Corps Award Letter



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

November 18, 2011

SUBGRANTEE: Escambia County

ISSUE NUMBER	PROJECT TITLE	FINAL ALLOCATION
36	Community Emergency Response Team Citizen Corps	\$5,850.00 \$5,850.00

GRANT PERIOD: October 1, 2011 - April 30, 2014 **AWARD TOTAL:** \$11,700.00

FEDERAL GRANT NO: 2011-SS-00067 **STATE GRANT NO:** Provided Upon Execution

In accordance with the provisions of Federal Fiscal Year 2011 Homeland Security Grant Program, the Florida Division of Emergency Management hereby awards to the foregoing Subgrantee a grant in the amount shown above.

Payment of Funds: The Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the Florida Division of Emergency Management before execution of your agreement. The subgrantee should not expend any funds until they receive a fully executed agreement from the Florida Division of Emergency Management and all Special Conditions are satisfied. Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Supplantation: The Act requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through Florida Division of Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Conditions: I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to a thirty month (30) period.

SPECIAL CONDITIONS

Article I – Financial Guidelines

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR Part 10, Environmental Considerations

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Article II – Prohibition on Using Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article III – Compliance with Program Guidance

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program (HSGP) guidance and application kit.

Article IV – Financial Reports (FDEM Form 1 & 2) Required Quarterly

The recipient shall submit the Financial Report (FDEM Form 1 & 2) within 30 days of the end of the first Federal quarter covering the grant period of performance. The recipient

shall submit quarterly reports thereafter until the grant ends and final payment is received. Reports are due on January 31, April 30, July 31 and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future reimbursement requests may be withheld if these reports are delinquent. The Close-Out Report (FDEM Form 5) is due within sixty (60) days after the end date of the performance period.

Article V – Acceptance of Post Award Changes

In the event that FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article VI – Trafficking In Persons

A. Provision applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.
2. We, as the State awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i Associated with performance under this award; or
 - ii Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

C. Provision applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22U.S.C. 7102).

Article VII – Classified Security Condition

- A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbix/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement,

and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:
Telephone: 202-447-5346
Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

Article VIII – Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that applicants and recipients review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If recipients are authorized to make subawards under this award, they:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (currently at <http://fedgov.ndb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is State, local government or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

Article IX – Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. Where and when to report.

- a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions at <http://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received-
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if-

- a. In the subrecipient's preceding fiscal year, the subrecipient received-
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)
2. Where and when to report. You must report executive total compensation described in paragraph c.1. of this award term:
- a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is State, local government or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - e. Above-market earning on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Article X – Summary Description of Project

The FY 2011 Homeland Security Grant Program (HSGP) funding shall be used for costs related to preparedness activities associated with implementing the State Homeland Security Strategy, any respective Urban Area Security Strategies, and the investments identified during the application period. The HSGP consists of the State Homeland Security Program (SHSP), the Urban Area Security Initiative (UASI), the Citizen Corps Program (CCP), the Metropolitan Medical Response System (MMRS) program, and Operation Stonegarden (OPSG). Together, these programs provide an integrated mechanism to enhance the coordination of National Priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

Article XI – National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communication towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full EHP review could result in a non-compliance finding. For your convenience, here is the screening form link: (The Screening Form is available at: [www.fema.gov/doc/government/grant/bulletins/info329 final screening memo.doc](http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc)). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, will all supporting documentation, to their respective FDEM grant manager for review. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

ACCEPTANCE FOR THE SUBGRANTEE:

Board of County Commissioners
Escambia County, Florida

Date BCC Approved: _____

Date BCC Executed: _____

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Signature of State Administrative Agency

Deputy Clerk

Date This document approved as to form and legal sufficiency
By Ernie Lee Magaha
Title ACF
Date 11/29/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1872

County Administrator's Report Item #: 11. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: State of Florida, Division of Emergency Management Federal Fiscal Year 2011
Homeland Security Grant Program Award

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Division of Emergency Management Federal Fiscal Year 2011 Homeland Security Grant Program Award - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM) Federal Fiscal Year 2011 Homeland Security Grant Program Award, allocating to Escambia County a Grant totaling \$24,000, for the period of October 1, 2011, through April 30, 2014:

- A. Accept the FDEM Award allocating Grant funding that will be identified in Fund 110, Other Grants and Projects, Cost Center 330459 (Revenue Account 334252);
- B. Authorize the Chairman or Vice-Chairman to sign the Grant acceptance; and
- C. Authorize the County Administrator to execute the associated Grant Agreement.

BACKGROUND:

As Federal Domestic Security Funds filter down to the local governments, Escambia County is being provided a grant in the amount of \$24,000 from the Fiscal Year 2011 Homeland Security Grant Program to implement various planning, exercise, and training activities in the effort to improve domestic security preparedness for Escambia County. The grant has no local match requirement. The grant period of performance is from October 1, 2011, through April 30, 2014.

BUDGETARY IMPACT:

These federal funds are designed as a reimbursement program to the Division of Emergency Management for costs associated with eligible planning, training, and exercise program activities. The grant has no local match requirement. Administration fees are not specifically designated as eligible under this grant. Funds will be identified in Fund 110, Cost Center 330459, Revenue Account 334252.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the award acceptance document and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Board's Competitive Grants Application Policy and FDEM guidelines.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the award letter and subsequent agreements. Coordination of this grant will be between FDEM and the Escambia County Division of Emergency Management, and include any other organization or agency identified for the grant implementation.

Attachments

Domestic Security Grant Award Letter



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

November 17, 2011

SUBGRANTEE: Escambia County

ISSUE NUMBER	PROJECT TITLE	FINAL ALLOCATION
7	Exercise Program (Functional)	\$15,000.00
7	Delivery of Position ICS Training (IMT)	\$ 4,000.00
7	County Specific Training	\$ 5,000.00

GRANT PERIOD: October 1, 2011- April 30, 2014 **AWARD TOTAL:** \$24,000.00

FEDERAL GRANT NO: 2011-SS-00067 **STATE GRANT NO:** Provided Upon Execution

In accordance with the provisions of Federal Fiscal Year 2011 Homeland Security Grant Program, the Florida Division of Emergency Management hereby awards to the foregoing Subgrantee a grant in the amount shown above.

Payment of Funds: The Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the Florida Division of Emergency Management before execution of your agreement. The subgrantee should not expend any funds until they receive a fully executed agreement from the Florida Division of Emergency Management and all Special Conditions are satisfied. Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Supplantation: The Act requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through Florida Division of Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Conditions: I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there

has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to a thirty month (30) period.

SPECIAL CONDITIONS

Article I – Financial Guidelines

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR Part 10, Environmental Considerations

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Article II – Prohibition on Using Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article III – Compliance with Program Guidance

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program (HSGP) guidance and application kit.

Article IV – Financial Reports (FDEM Form 1 & 2) Required Quarterly

The recipient shall submit the Financial Report (FDEM Form 1 & 2) within 30 days of the end of the first Federal quarter covering the grant period of performance. The recipient shall submit quarterly reports thereafter until the grant ends and final payment is received. Reports are due on January 31, April 30, July 31 and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future reimbursement requests may be withheld if these reports are delinquent. The Close-Out Report (FDEM Form 5) is due within sixty (60) days after the end date of the performance period.

Article V – Acceptance of Post Award Changes

In the event that FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article VI – Trafficking In Persons

A. Provision applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.
2. We, as the State awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i Associated with performance under this award; or
 - ii Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB

Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the Federal warding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

C. Provision applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are

contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity" means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22U.S.C. 7102).

Article VII – Classified Security Condition

- A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbix/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:
Telephone: 202-447-5346
Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

Article VIII – Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that applicants and recipients review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If recipients are authorized to make subawards under this award, they:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (currently at <http://fedgov.ndb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is State, local government or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

Article IX – Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. Where and when to report.
 - a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions at <http://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received-
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-
 - a. In the subrecipient's preceding fiscal year, the subrecipient received-
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)
2. Where and when to report. You must report executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a. Subawards, and

- b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is State, local government or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ___.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- e. Above-market earning on deferred compensation which is not tax-qualified.
- f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Article X – Summary Description of Project

The FY 2011 Homeland Security Grant Program (HSGP) funding shall be used for costs related to preparedness activities associated with implementing the State Homeland Security Strategy, any respective Urban Area Security Strategies, and the investments identified during the application period. The HSGP consists of the State Homeland Security Program (SHSP), the Urban Area Security Initiative (UASI), the Citizen Corps Program (CCP), the Metropolitan Medical Response System (MMRS) program, and Operation Stonegarden (OPSG). Together, these programs provide an integrated mechanism to enhance the coordination of National Priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

Article XI – National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communication towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full EHP review could result in a non-compliance finding. For your convenience, here is the screening form link: (The Screening Form is available at:

(www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their respective FDEM grant manager for review. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

ACCEPTANCE FOR THE SUBGRANTEE:

**Board of County Commissioners
Escambia County, Florida**

Date BCC Approved: _____
Date BCC Executed: _____

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Signature of State Administrative Agency

Deputy Clerk

Date

This document approved as to form
and legal sufficiency.
By: [Signature]
Title: [Signature]
Date: 11/29/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1878

County Administrator's Report Item #: 11. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: Change Order 2 to Purchase Order 120268 to Sunbelt Fire, Inc.

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order Number 2 to Purchase Order 120268 to Sunbelt Fire, Inc., for the Repair and Maintenance of Fire Apparatus - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order for the repair and maintenance of fire apparatus:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	\$26,612.00
Vendor:	Sunbelt Fire, Inc.
Project Name:	N/A
Contract:	N/A
PO No.:	120268
CO No.:	2
Original Award Amount:	\$40,000.00
Cumulative Amount of Change Orders through this CO:	\$35,612.00
New Contract Total	\$75,612.00

[Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 54601, Repair and Maintenance]

BACKGROUND:

On August 18, 2011, while in service at a ship fire at the Joe Patti Shipyard, Tower 16 (Property Number 501125) suffered severe damage to the elevated water way when the operators attempted to retract the bucket without draining the waterway. This caused the waterway to rupture. In addition, three of the hydraulic cylinder rods were damaged. The cost to repair the waterway was covered under our insurance policy (\$23,912 less \$1,000 deductible). The cost to repair the hydraulic cylinder rods is \$2,700 was not covered under insurance. This unanticipated loss severely impacts our maintenance budget and has resulted in the need to exceed our anticipated repair budget on this Purchase Order.

BUDGETARY IMPACT:

Funds for this project are available in Fund 143 Fire Protection Fund, Cost Center 330206, Object Code 54601 Repair and Maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Change Order for PO 120286



**CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 195886 Vendor Name: SUNBELT FIRE INC
 Project Number: _____ P.O. No. 120268 C.O. No. 2
 Department: Fire Services P.D. No.: _____ Date: 12/07/11

Notes for Modifying the Scope of Award:

INCREASE OPEN END PURCHASE FOR REPAIR AND MAINTENANCE OF FIRE APPARATUS FOR THE PERIOD 10/01/2011 THRU 9/30/2012.

To Modify existing Purchase Order:

	Quantity		
Adding Dollars to Line Item No. <u>1</u>	Adjustment _____	Amount:	<u>26,612.00</u>
Deleting Dollars from Line Item No. _____	Adjustment _____	Amount:	_____
	Quantity		
Adding Dollars to Line Item No. _____	Adjustment _____	Amount:	_____
Deleting Dollars from Line Item No. _____	Adjustment _____	Amount:	_____

Modify Notes:

Date of BCC action: **ATTACH RESUME** _____

Previous Purchase Order Total Dollars:	\$ 49,000.00
Net Dollars added or subtract:	\$ 26,612.00
New Purchase Order Total Dollars:	\$ 75,612.00

Previous Contract Total Dollars:	_____
Net Dollars added or subtract:	_____
New Contract Total Dollars:	_____

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+ / - change	Dollar Amount
330206	54601		\$ 26,612.00	\$75,612.00

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Contract Administrator's Certification & Approval [Signature] Date 12/8/11 Request Prepared By: [Signature]

Office of Purchasing Review: Agent _____ Date _____ Division Manager _____ Date _____

County Administrator's Approval _____ Date _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1854

County Administrator's Report Item #: 11. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: Issue Purchase Order to Roads, Inc. of NWF on Contract PD 10-11.028
"Various Road Materials Pricing Agreement"

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2010-2011 Various Road Materials Pricing Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of a Purchase Order to Roads, Inc., of NWF, in an amount of \$250,000, on Contract PD 10-11.028, "Various Road Materials Pricing Agreement Fiscal Year 2010-2011", to provide asphalt and tack to resurface open graded cold mix roads.

[Funding Source: Fund 352, "LOST III", Account 210107/56301, Project #09EN0388]

The County paved several miles of dirt roads with open graded cold mix over the last decade. These roads had a life expectancy of five to seven years, and in most cases have exceeded this period. Many of these roads are now in poor shape and have severe raveling of the driving surface. By allowing the Roads Division to resurface some of these roads before they fail, the County may potentially save thousands of dollars.

This Recommendation will allow the Roads Division of the Public Works Department to obtain asphalt and tack from Roads, Inc., of NWF, for use in resurfacing open graded cold mix roads.

BACKGROUND:

The County paved several miles of dirt roads with Open Graded Cold Mix over the last decade. These roads had a life expectancy of five to seven years, and in most cases have exceeded this period. Many of these roads are now in poor shape and have severe raveling of the driving surface. By allowing the Roads Division to resurface some of these roads before they fail, the County may potentially save thousands of dollars.

This recommendation will allow the Roads Division of the Public Works Department to obtain asphalt and tack from Roads, Inc., of NWF, for use in resurfacing open graded cold mix roads.

BUDGETARY IMPACT:

Funds are available in Fund 352 "LOST III", Account 210107/56301, Project #09EN0388.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a purchase requisition will be submitted to the Office of Purchasing for processing.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1864

County Administrator's Report Item #: 11. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: Agreement with the City of Pensacola (d/b/a Energy Services of Pensacola) and Escambia County for Interruptible Natural Gas Service

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Agreement with the City of Pensacola for Interruptible Natural Gas Service - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Agreement with the City of Pensacola (d/b/a Energy Services of Pensacola) and Escambia County for Interruptible Natural Gas Service:

A. Approve the City of Pensacola (d/b/a Energy Services of Pensacola) Agreement for Interruptible Natural Gas Service for 2935 North "L" Street, 1200 West Leonard Street, 357 South Baylen Street and 201 South Palafox Street establishing service, subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 28-11); and

B. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement as required.

[Funding: Fund 001, General Fund, Cost Center 210604, Object Code 54301]

Energy Services of Pensacola (ESP) is offering this interruptible gas service rate Contract for the Main Jail, Central Booking & Detention, the M. C. Blanchard Building, and Escambia County Government Complex. The rate is based on the County's volume of gas usage for these buildings and is also based on the County's ability to utilize our own propane-air backup systems. ESP purchases long-term strips of gas at competitive pricing, in order to cover the basic needs of their customers, while the balance of their gas is purchased on the daily market and is subject to some price volatility. This Agreement allows the County, for a twelve-month period, to lock in at the fixed fuel charge, plus a small usage charge. Based on historical data of gas usage and costs from Fiscal Year 2011, the County could realize a reduction in natural gas costs of approximately \$40,000, under the terms of this Contract in Fiscal Year 2012.

BACKGROUND:

Energy Services of Pensacola (ESP) is offering this interruptible gas service rate contract for the Main Jail, Central Booking & Detention, the M. C. Blanchard Building, and Escambia County Government Complex. The rate is based on the County's volume of gas usage for these buildings, and is also based on the County's ability to utilize our own propane-air backup systems. ESP purchases long-term strips of gas at competitive pricing in order to cover the basic needs of their customers while the balance of their gas is purchased on the daily market and is subject to some price volatility. This agreement allows the County, for a twelve month period, to lock in at the fixed fuel charge plus a small usage charge. Based on historical data of gas usage and costs from FY 2011, the County could realize a reduction in natural gas costs of approximately \$40,000 under the terms of this contract in FY 2012.

BUDGETARY IMPACT:

Funding for this project are available in Fund 001, General Fund, Cost Center 210604, Object Code 54301.

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract has been reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval and threshold authority.

IMPLEMENTATION/COORDINATION:

Facilities Management Branch will administer the contract. The project involves coordination between Facilities Management and Energy Services of Pensacola.

Attachments

2011 Interruptible Natural Gas Service Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**AGREEMENT WITH THE CITY OF PENSACOLA AND ESCAMBIA
COUNTY FOR INTERRUPTIBLE NATURAL GAS SERVICE**

THIS NATURAL GAS SERVICE AGREEMENT is made this ____ day of _____, 2011 between the **City of Pensacola**, a municipal corporation of the State of Florida, (d/b/a Energy Services of Pensacola hereinafter referred to as "ESP") with the business address of 222 W. Main Street, Pensacola, Florida 32521-0001 (hereinafter referred to as the "City") and **Escambia County**, a political subdivision of the State of Florida with the business address of 221 Palafox Place, Pensacola Florida 32502 and (hereinafter referred to as "Customer"). (At times all hereinafter referred to as "party" or collectively "parties")

WITNESSETH:

WHEREAS, the Customer requests the City of Pensacola deliver natural gas service to it on an interruptible basis at the Customer's premises located at address of 2935 North L Street, Pensacola Florida 32501; 1200 West Leonard Street, Pensacola Florida 32501; 357 South Baylen Street, Pensacola Florida 32502 and 201 South Palafox Street, Pensacola Florida 32502; and

WHEREAS, the City agrees to make such service available to the Customer; and

WHEREAS, the Customer agrees and contracts to accept and pay for such service subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 28-11) hereunto, attached as Exhibit "A" hereto and incorporated by reference herein; and

WHEREAS, all gas rates and charges, including City Rate Schedule GAF, are approved by City Council and are subject to change should the City Council approve a new gas rate ordinance; and

WHEREAS, Customer agrees to be bound by the terms and conditions of any such amended rate schedule and charges that may be adopted from time to time by the City Council; and

WHEREAS, as a result, any such amendments or revisions to the City Rate

Schedule GAF shall be deemed to be part and parcel of this Agreement; and

WHEREAS, given the above, the parties now find it is the best financial interests of the City of Pensacola that this Agreement be entered into as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the City and Customer agree to the following terms and conditions:

1. **Customer Classification GAF, Almost Firm Transportation Service User Customer Charge** - The Customer agrees to pay a two hundred dollar (\$200.00) fixed monthly charge to be provided gas service by the City. The fixed monthly charge will be subject to an annual adjustment each October 1st based on the current Consumer Price Index (CPI).
2. **Fuel Charge** - For all gas consumed each month, the fuel rate is at an index price of four dollars forty-one cents (\$4.41) per MMBTU of City's (Energy Services of Pensacola) delivered natural gas plus 1.6% for compression (compression is a fee charged by ESP's supplier).
3. **Usage Charge** - For all gas consumed, the Customer agrees to pay one dollar ninety-nine cents (\$1.99) per MMBTU of the City's (Energy Services of Pensacola) delivered natural gas. This rate will be subject to an annual adjustment each October 1st based on the current Consumer Price Index (CPI).
4. **Quantity of Gas** - As a "GAF Almost Firm Gas Transportation" Interruptible service classification user of the City's natural gas service, the Customer contracts and agrees to accept an average daily quantity of gas of one hundred ninety (190) Mcfs [Mcf = one thousand (1,000) cubic feet]. Should the Customer fail to consume a minimum of at least ninety (90%) of the contracted daily amount on an annualized basis; the Customer may be charged for that minimum amount of gas.
5. **Agreement to Interrupt** - The City in its sole discretion shall have the right to curtail or interrupt the supply of "Interruptible Gas" at any time for up to ten (10) days and the Customer agrees to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City. The City may elect to curtail or interrupt gas service when it determines, in its sole discretion, that the

gas available from its sources cannot meet the demands of the City's customers. The Customer agrees that in no event shall an interruption or curtailment of service constitute a breach of this Agreement by the City. The Customer further agrees that the City shall not be liable in any manner to Customer or any person or entity for any interruption of the supply of gas, for the interference with the operations of Customer, or loss of use resulting from such operations or interference as provided for herein or any other damages, losses, or delays of any type, kind, or amount.

6. **Meters and Measurements**

- a) Gas delivered will be measured through one or more meters installed and maintained on the Customer's property near the Customer's property line and at a location satisfactory to the City. It is assumed that the volume of all gas is delivered at a pressure of four (4) oz. above an assumed atmospheric pressure of fourteen and four tenths (14.4) lbs. per square inch and sixty degrees (60°) F. When the usage of the Customer requires, the City, at its option, may supply gas service at some other pressure.
- (b) Title to meters identified and described in "Exhibit B", attached hereto and incorporated by reference herein, regulators, or special instrumentation located on the premises discussed herein, whether or not purchased and/or installed by the City or purchased and/or installed by the Customer, shall vest in the City at the inception of this Agreement. The City will inspect this equipment periodically. If a meter covered by this Agreement is found to be inoperative or inaccurate, such equipment shall be adjusted by the City to register correctly, and the amount of error shall be determined by the most accurate method feasible as agreed upon by the parties. If the inaccuracy results in an error of more than two percent (2%) plus or minus in the measurement of gas, then the calculated deliveries of gas shall be adjusted to accuracy to compensate for such error. Such adjustment shall be made for such period of inaccuracy if the period of time that the meter was inaccurate is definitely determined. If the period of inaccuracy cannot be determined, such adjustment shall be made for the last half of the period

between the times the metering equipment was adjusted to register correctly and the date of the last previous meter test. Upon the written request of the Customer, the City will inspect such meters at any reasonable time, provided that if such meters are found to register correctly, the cost of such inspection may be charged to the Customer. It is understood that such meter shall be deemed to register correctly if the error is less than two percent (2%), plus or minus. The Customer agrees to protect all pipes and meters from low temperature or other inclement weather when necessary, and further agrees to hold harmless and indemnify the City against any and all costs and/or damages arising out of or caused by the theft and/or injury to pipes and/or meters and/or other property of the City while on said premises.

7. **Billing Errors** - If an error in the measurement of gas occurs and/or an error in billing occurs which creates an undercharge to the customer, the City may back bill the Customer for not more than twelve (12) months, and the Customer agrees to pay such undercharge. The City shall allow the Customer to pay for the unbilled service over a twelve-month period or some other mutually agreeable time period.
8. **Billing Disputes** - If the Customer disputes any portion of any statement from the City, then Customer, upon written notice to ESP, shall have the right to withhold payment of the disputed portion of statement for a period not to exceed ten (10) business days. If the parties are unable to resolve the dispute, Customer shall pay the disputed portion of the statement into an interest bearing escrow account until the dispute is resolved. All account interest shall accrue to the City in the event the disputed amount is found to be due and owing to the City. Failure of the Customer to pay the undercharged amount as agreed upon herein, or the failure to pay the amount of the billed undercharge into the escrow account may result in termination of services and in addition the City may pursue any and all lawful collection activity to recover such undercharged amount.
9. **Gas Leakage** - Immediate notice must be given by the Customer to the City when any leakage of gas is discovered. No flame or lights shall be used in the proximity

of such escaping gas, and the Customer shall immediately shut off the flow of gas on the downstream side of the meter.

10. **Point of Delivery - Liability** - The point of delivery of gas furnished hereunder shall be the outgoing side of the outlet union of the meter(s) installed and maintained by the City on the Customer's property for the purpose of measuring gas delivered to the Customer. The gas provided under this contract is delivered upon the express condition that when it passes the point of delivery it becomes the exclusive property of the Customer. The Customer agrees that the City shall not be and is not liable for loss, damage, and/or injury to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of gas on the Customer's premises after it passes the point of delivery, except where such loss, damage, and/or injury shall be shown to have been occasioned by negligence of the City, its agent, servants, or employees.
11. **Legal Liability** - The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The County and City, as local governmental bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortuous acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.
12. **Records** - The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

13. **Force Majeure** - The City's supply of gas is derived from sources over which the City has no control. In addition, force majeure circumstances may arise which may render the City unable to perform the services herein described. It is therefore understood and agreed by the parties hereto that in the event of a failure, curtailment, or interruption of such supply or in the event of shortage or interruption of gas due to an event of force majeure, such as an act of God, the elements, labor troubles, fires, accidents, breakage, necessary repairs, war, terrorist attack, natural emergency, or other causes of contingencies beyond the City's control, the City cannot and does not guarantee a constant supply of gas, and it shall not be held liable in damages, losses, or otherwise for any such interruption or curtailment of supply or services. Notwithstanding the foregoing, the terms contained in Paragraph 5 of this Agreement shall prevail in that the City in its sole discretion may curtail or interrupt the supply of interruptible gas, and, in no event, shall the City be held liable for such interruption or curtailment of the supply of interruptible gas.
14. **Entry by City Agents** - The authorized agents of the City shall have the right, at all reasonable times, of access to the premises of the Customer for the purpose of inspecting the gas consuming and fuel equipment of the Customer and of examining and inspecting meters and/or for other necessary purposes. No person other than an authorized agent of the City shall be permitted to tamper with, inspect, or repair any meter or other property owned by the City. The Customer hereby authorizes and empowers the City pursuant to Paragraph 6(b) to remove its meter and other property covered by this Agreement immediately upon termination of this contract.
15. **Breach of Contract** – It shall be deemed to be a breach of this Agreement by Customer if the Customer shall fail/refuse to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City, as hereinabove provided in Paragraph 5, if the Customer shall default on payments for gas delivered, or if the Customer shall breach any of the conditions set out herein. Such discontinuance of service as provided for in this Agreement shall not constitute breach of contract by the City. Any failure of the City to exercise the

said right to discontinue service to the Customer at any one time shall not prevent the City from exercising such right with respect to any breach of the said conditions which may subsequently occur.

16. **Automatic Escalation/De-escalation** – All gas rates and charges are approved by City Council and are subject to change should the City Council approve a new gas rate ordinance.

17. **Term of Contract**- The term of this contract is twelve (12) months: November 1, 2011 to October 31, 2012.

18. **Notices**

(a) Any notice or bill, except notices of curtailment or restoration of service, which shall or may be given by one party to the other hereunder, shall be deemed to have been fully given.

When made in writing and delivered by hand or mail as follows:

City of Pensacola

Energy Services of Pensacola

P.O. Box 12910

Pensacola, Florida 32521

and to

the Customer at

221 Palafox Place

Pensacola FI 32501

Postage prepaid if delivery is by mail.

(b) Notices with respect to curtailment or restoration of deliveries of service shall be sufficient if given by the City in writing as provided by subparagraph (a) above or, by telegraph, or orally in person, or by telephone to the person or one of the persons identified and described in "Exhibit C", attached hereto and incorporated by reference herein, designated by the Customer as authorized to receive such notices.

(c) The Customer agrees that if the Customer shall not have made such designation as provided for in Subparagraph (b) above or, if made, the City is unsuccessful in its efforts to promptly establish communication with the

persons or one of the persons so designated, then, in any such event, notice shall be sufficient if given by the City to any person or persons who are on the said premises or who answers the Customer's telephone.

19. **Successors and Assigns** - This Agreement shall bind and benefit the successors and assigns of the respective parties hereto.

20. **General Provisions**

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written and that this agreement supersedes all prior oral or written agreements.
- (b) It is agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- (c) This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by the parties without the prior written consent of the other party.
- (d) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue of any matter which is subject of this agreement shall be in the County of Escambia.
- (e) 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.
- (f) The covenants and conditions contained in this Agreement shall apply to and bind the parties, legal representatives, and assigns of the parties.
- (g) This Agreement and the Exhibits (Exhibit A, B, C) attached hereto are made

a part hereof and constitute the contract documents.

(h) Each individual executing this Agreement represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted resolution, or in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be duly signed and sealed, the day and year first above written.

ATTEST: **THE CITY OF PENSACOLA,
A MUNICIPAL CORPORATION**

By: _____
City Clerk

By: _____
Ashton J. Hayward III, Mayor

(SEAL)

Approved as to form and execution:

Approved as to content:

City Attorney

Don J. Suarez, Department Director

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

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date: _____
BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By: *Ashton Hayward III*
Title: ACIT
Date: 11/30/11

Exhibit A
City Rate Schedule GAF, Almost Firm Gas Transportation Service

Ordinance No. 28-11

(14) Service Classification: GAF, Almost Firm Gas Transportation Service.

(14a) Availability. Available to any consumer utilizing the City's gas service. Service under this rate classification shall be governed by individual contracts with consumer. Such contract will be executed by the City Manager, based on recommendations by the Director of Energy Services of Pensacola.

(14b) Customer Charge. Rates to be negotiated, plus

(14c) GAF Usage Charge. Rates to be negotiated.

Exhibit B

Meter Numbers

The following natural gas meters are currently the only meters owned, maintained and read by ESP.

79644

96063

82698

85806

Exhibit C
Notification Schedule

Billing:

1. Cathy Gomez 850-595-4998
2. David Wheeler 850-595-3190

Curtailment or Restoration of Service:

1. Facilities Management 850-595-3185
2. As above



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1685

County Administrator's Report Item #: 11. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: Resolution to Approve and Authorize the Chairman to Sign First Renewal of Lease Agreement with the Pensacola Metro Area Lions' Sight Program, Inc.

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease of the County-Owned Space at 1125-B Hayes Street, by Pensacola Metro Area Lions' Sight Program, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt a Resolution to approve and authorize the Chairman to sign a First Amendment and Renewal of Lease Agreement with the Pensacola Metro Area Lions' Sight Program, Inc., for the property located at 1125-B Hayes Street, Pensacola, Florida, for the term of two years, commencing on January 15, 2012.

Rent shall be paid to the County in the amount of \$1.00 per year.

The Pensacola Metro Lions' Sight Program, Inc., currently occupies this building, providing eye examinations and eyeglasses for the needy and has requested to renew the term of the Lease, which was approved by the Board on January 4, 2007, for an additional two-year term. During the extended term, Lessee shall be responsible for all electrical utility services and shall maintain a separate utility meter and service account with Gulf Power. In all other respects, the Lease Agreement remains unchanged and in full force and effect.

BACKGROUND:

The Pensacola Metro Lions' Sight Program, Inc., currently occupies this building, providing eye examinations and eyeglasses for the needy and has requested to renew the term of the Lease, which was approved by the Board on January 4, 2007, for an additional two year term. During the extended term, Lessee shall be responsible for all electrical utility services and shall maintain a separate utility meter and service account with Gulf Power. In all other respects, the lease agreement remains unchanged and in full force and effect.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement was prepared in conjunction with the County Attorney's Office and Facilities Management. The County Attorney's office has approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for lease agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Lions Sight Program Resolution and Lease Renewal

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

FIRST AMENDMENT AND RENEWAL OF LEASE AGREEMENT

This First Amendment and Renewal of Lease Agreement is made and entered this _____ day of _____, 20__ by and between Escambia County, a political subdivision of the State of Florida (Lessor) and the Pensacola Metro Area Lions Sight Program, Inc., a Florida non-profit corporation, (Lessee).

WITNESSETH

WHEREAS, Lessor and Lessee entered that certain Lease Agreement dated January 15, 2007 (Lease); and

WHEREAS, Lessee has requested to renew the term of the Lease, as provided in Section 3 of the Lease; and

WHEREAS, Lessor has determined that it is in the best interests of Escambia County to amend and renew the term of the Lease as provided herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The above-recitals are incorporated herein by reference.
2. The Lease shall be renewed for a period of two (2) years, commencing on January 15, 2012 and ending on January 14, 2014 (Extended Term).
3. During the Extended Term, Lessee shall be responsible for all electrical utility service charges and shall maintain a separate utility meter and service account with Gulf Power Company.
4. In all other respects, the Lease Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this First Amendment and Renewal of Lease Agreement to be executed on the day and year first written above.

LESSOR:
**ESCAMBA COUNTY, FLORIDA, acting by
and through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

By: Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

LESSEE:
**Pensacola Metro Area Lions Sight
Program, Inc., a Florida non-profit
corporation**

Chris Howard
By: Chris Howard, its President

Karen E Myers
Witness

KAREN E MYERS
Print Name

[Signature]
Witness

DAVID W. WHEELER
Print Name

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 28th day of November
2011, by Chris Howard, as President of the Pensacola Metro Area Lions Sight Program, Inc., a
Florida non-profit corporation, on behalf of the corporation, who is personally known to me, or
has produced current _____ as identification.

(Notary Seal)

Karen E Myers
Signature of Notary Public

KAREN E MYERS
Printed Name of Notary Public



RESOLUTION R20__-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE AMENDMENT AND RENEWAL OF A LEASE OF REAL PROPERTY TO THE PENSACOLA METRO AREA LIONS SIGHT PROGRAM, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property (Property) located at 1125-B Hayes Street in Escambia County, Florida; and

WHEREAS, on January 15, 2007, the County entered into a Lease Agreement (Lease Agreement) with the Pensacola Metro Area Lions Sight Program, Inc., a Florida non-profit corporation (Lions Sight Program) for use of the Property as an office for its vision care program; and

WHEREAS, the initial term of the Lease Agreement was for five (5) years; and

WHEREAS, under its provisions, the Lions Sight Program may renew the Lease Agreement provided that it delivers to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term; and

WHEREAS, the Lions Sight Program has timely requested that the County renew the Lease Agreement so that it may continue to use the Property as an office for its vision care program; 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 continue to lease the Property to the Lions Sight Program under the amended terms and conditions stated herein; and

WHEREAS, the lease of the Property from the County to the Lions Sight Program 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 lease the Property to the Lions Sight Program for an additional two (2) years at an annual rent of One Dollar (\$1.00), and otherwise in accordance with the terms of the Lease Agreement as modified by the First Amendment and Renewal of Lease Agreement attached to this Resolution.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1901 County Administrator's Report Item #: 11. 13.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: Request to Amend Board Action of 10/06/2011, Concerning Fiscal Year 2011/2012 Purchase Orders in Excess of \$50,000

From: Michael Rhodes

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending the October 6, 2011, Board Action Approving the Issuance of Blanket and/or Individual Purchase Orders for Fiscal Year 2011/2012 - Michael Rhodes, Parks and Recreation Department Director

That the Board amend its action of October 6, 2011, approving 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 follows for the Parks & Recreation Department, to increase the annual requirement for the following Vendor [Funding for the aforementioned Purchase Order is available in Fund 352, LOST III, and Fund 001, General Fund]:

Parks & Recreation Department

Vendor	Vendor #	Amount	Contract #	Cost Centers
REP Services, Inc.	181853	\$250,000		350226 350229

BACKGROUND:

The Parks & Recreation Department anticipates that additional funds will be needed to acquire replacement play equipment for various parks through REP Services, Inc. for the remainder of fiscal year 2011/2012.

BUDGETARY IMPACT:

Funding for the aforementioned Purchase Order is available in Fund 001 and in Fund 352.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Parks & Recreation Department will work with Purchasing Division staff to prepare Purchase Orders and has coordinated this request with the Management and Budget Department/Purchasing Division.

Attachments

Amend 10-06-11 Parks



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1515 County Administrator's Report Item #: 11. 39.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/06/2011

Issue: Approval to Issue Fiscal Year 2011 - 2012 Purchase Orders in Excess of \$50,000

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval: *Charles R. Oliver*

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2011-2012 Purchase Orders in Excess of \$50,000 for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

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 Parks and Recreation 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:

Parks & Recreation Department will work with Purchasing Division staff to prepare Purchase Orders.

Attachments

Parks 50K POs

PARKS & RECREATION DEPARTMENT
PURCHASE ORDERS \$50,000 AND OVER - FISCAL YEAR 2011-2012

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>
1. Gametime, Inc. Vendor Number 070316 Playground Equipment Fund 001 Cost Center 350226 Fund 351 Cost Center 350213 Fund 352 Cost Center 350223 Fund 352 Cost Center 350229	\$ 400,000.00	
2. Gulf Winds Electric, LLC Vendor Number 073481 Electrical Repair and Maintenance Fund 001 Cost Center 350204 Fund 001 Cost Center 350226 Fund 351 Cost Center 350213 Fund 352 Cost Center 350231 Fund 352 Cost Center 350223 Fund 352 Cost Center 350229	\$ 80,000.00	
3. Oldcastle Lawn & Garden, Inc. Vendor Number 150131 Park Improvement Materials Fund 001 Cost Center 350226, Fund 352 Cost Center 350229	\$ 75,000.00	
4. Pensacola Escambia Clean Community DBA Clean & Green Vendor Number 402053 Collection/Disposal Waste Materials Fund 001 Cost Center 350226 Fund 101 Cost Center 350236 Fund 351 Cost Center 350213 Fund 352 Cost Center 350229	\$ 160,000.00	

PARKS & RECREATION DEPARTMENT
PURCHASE ORDERS \$50,000 AND OVER - FISCAL YEAR 2011-2012

5. Play Power, LT \$ 100,000.00
Vendor Number 164403
Playground Improvements
Fund 001 Cost Center 350226
Fund 351 Cost Center 350213
Fund 352 Cost Center 350229
6. PRIDE Enterprises \$ 100,000.00
Vendor Number 164981
Park Improvement Materials
Fund 001 Cost Center 350226
Fund 351 Cost Center 350213
Fund 352 Cost Center 350229
7. REP Services, Inc. \$ 75,000.00
Vendor Number 181853
Park Improvements
Fund 001 Cost Center 350226
Fund 352 Cost Center 350229
8. Temporary Personnel Solutions, LLC \$ 160,000.00 PD 09-10.008
Vendor Number 200939
Other Contractual Services
Fund 001 Cost Center 350220
Fund 001 Cost Center 350226
Fund 101 Cost Center 350224
Fund 101 Cost Center 350236
Fund 352 Cost Center 350229
Fund 352 Cost Center 350231



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1886

County Administrator's Report Item #: 11. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: Warrington Sheriff's Office, PD 11-12.003

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Warrington Sheriff's Office, PD 11-12.003 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Hewes & Company, LLC, in the base bid amount of \$1,243,000, plus bid alternate #5, in the amount of \$6,800, for a total Contract award of \$1,249,800, for the Warrington Sheriff's Office, PD 11-12.003, and authorize the County Administrator to execute all related documents and Purchase Orders in excess of \$50,000 for Owner Direct Purchases.

[Funding: Fund 352, LOST III, Cost Center 540115, Object Code 56201, Cost Center 330452, Object Code, 56201]

BACKGROUND:

PD 11-12.003 was advertised in the Pensacola News Journal on November 14, 2011. Bids were received from 17 contractors on December 15, 2011. Hewes & Company, LLC was the low bidder.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 540115, Object Code 56201, Cost Center 330435, Object Code 56201]

LEGAL CONSIDERATIONS/SIGN-OFF:

The attorney's standard form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County, FL, Code of Ordinance, Chapter 46-44, Applications and Exemptions; and Section 46-44 Board Approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Bid Tab

Public Notice of Recommended Award

Bid Tabulation	DESCRIPTION: Escambia County Sheriff's Office Warrington Precinct ITB# 11-12.003																	
Bid Opening Time: 3:00 p.m., CST Bid Opening Date: 12/15/2011 Opening Location: Rm. 11.407	Hewes & Company, LLC	Vision Construction	A.E. New, Jr., Inc.	R.D. Ward Construction	Birkshire Johnstone	G. R. Harvill	Tehaar & Cronley	The Green-Simmons Company	Morette Company	Jack Moore	Sharpe, Inc.	Chathey Construction	BD Builders, Inc.	Larry Hall Construction	Empire Builders	Trammell Construction	Wescon Corp	
NAME OF BIDDER																		
SOLICITATION, OFFER AND AWARD FORM	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Non-Responsive
BID SURETY	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES	Yes	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Took exception to requirements on Bid Form
DRUG-FREE WORKPLACE FORM	Yes	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION	Yes	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
ACKNOWLEDGMENT OF ADDENDA	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Bid Items																		
Base Bid	\$1,243,000.00	\$1,259,628.00	\$1,263,000.00	\$1,270,000.00	\$1,277,000.00	\$1,300,000.00	\$1,314,000.00	\$1,318,000.00	\$1,319,750.00	\$1,322,000.00	\$1,339,000.00	\$1,345,961.00	\$1,367,325.00	\$1,387,000.00	\$1,494,890.00	\$1,588,156.00		
Alternate #1 - Provide structural insulated roof panels in lieu of conventional sheathing shown. Reference 1 / A412 for alternate configuration. Panels to be engineered and coordinated with wood roof truss manf.	\$62,800.00	\$46,107.00	\$42,000.00	\$40,000.00	\$49,000.00	\$12,552.00	\$61,300.00	\$56,000.00	\$65,000.00	\$66,000.00	\$50,700.00	\$78,192.00	\$59,800.00	\$53,000.00	\$61,500.00	\$57,368.00		
Alternate #2 - Delete standby generator and automatic transfer switch and provide manual transfer switch with provisions for a trailer mounted generator. See Electrical Drawings and Specifications for detailed requirements.	\$30,000.00	\$29,900.00	\$30,000.00	\$30,000.00	\$31,000.00	\$25,915.00	\$31,300.00	\$32,000.00	\$31,750.00	\$30,000.00	\$31,000.00	\$31,227.00	\$29,900.00	\$30,000.00	\$27,500.00	\$25,000.00		
Alternate #3 - Provide LED Lighting in lieu of fluorescent or metal halide lighting for specific lighting fixture types. See Electrical Drawings for detailed requirements.	\$22,600.00	\$22,700.00	\$21,500.00	\$21,500.00	\$22,000.00	\$20,000.00	\$22,200.00	\$23,000.00	\$22,750.00	\$22,000.00	\$22,800.00	\$24,879.00	\$26,500.00	\$23,000.00	\$36,300.00	\$24,725.00		
Alternate #4 - Provide USA Block, Jefferson Series Split Face (Color: Garden Stone) in lieu of Ariscraft Block.	\$7,050.00	\$7,044.00	\$7,000.00	\$7,044.00	\$7,600.00	\$3,687.00	\$3,100.00	\$6,000.00	\$7,400.00	\$4,000.00	\$7,800.00	\$12,740.00	\$7,100.00	\$7,000.00	\$7,044.00	\$5,000.00		
Alternate #5 - Alternate is to achieve substantial completion in 180 days and final completion in 210 days.	\$6,800.00	\$0.00	\$0.00	\$40,000.00	\$1.00	\$0.00	\$7,800.00	\$25,000.00	\$2,000.00	\$15,000.00	\$5,000.00	\$10,098.00	\$20,000.00	\$30,000.00	\$25,000.00	\$12,750.00		
BIDS OPENED BY:	Paul R. Nobles, Purchasing Coordinator DATE: December 15, 2011																	
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: December 15, 2011																	
BIDS TABULATED BY:	Angie Holbrook, SOSA DATE: December 19, 2011																	
	CAR Date	1/5/2012	BOCC Date	1/5/2012														

The Purchasing Manager/Designee recommends to the BCC: To award a Contract to Hewes & Company, LLC for a Base Bid \$1,243,000 plus Alt. #5 at \$6,800 totaling \$1,249,800.
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: 3: p.m. CST, 12/15/2011

A NO-BID was received by Sperry & Associates, Inc.

PN/ah



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1884

County Administrator's Report Item #: 11. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: Change Order to Baskerville Donovan, Inc., Contract PD 10-11.005 "Pensacola Beach Master Plan"

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan" - Joy D. Blackmon, P.E., Public Works Department Director

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

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$85,996.67
Vendor:	Baskerville Donovan, Inc.
Project Name:	Pensacola Beach Master Plan
Contract:	PD 10-11.005 "Engineering and Surveying Services for the Pensacola Beach Master Plan"
PO No.:	111018
CO No.:	2
Original Award Amount:	\$149,746.26
Cumulative Amount of Change Orders through this CO:	\$134,337.34
New Contract Total	\$284,083.60

Meeting in regular session on February 17, 2011, the Board approved awarding a Task Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan".

This Change Order is broken down into two parts. The first part of this Change Order, which is estimated to cost \$46,932.25, is for final programming and design development services, under

responsibilities outlined in Task 2 of the Pensacola Beach Master Plan Scope of Services. This task will develop two mobility alternatives for the Pensacola Beach Core Area. This effort shall transition the Pensacola Master Plan from the planning phase to the design/implementation phase. The second part of this Change Order, which is estimated to cost \$39,064.42, is for a public presentation of the final outline alternatives developed for the Pensacola Beach Core Area under Task 2 of the Pensacola Master Plan Scope of Services. The public presentation will outline the engineering issues and order of magnitude for the two final outline alternatives. Change Order #1, which was issued on November 28, 2011, for a cost of \$48,340.67, was for additional meetings, coordination and presentation as requested by Escambia County. This request includes one-on-one meetings with SRIA Board members, SRIA Steering Committee members and Escambia County to discuss the findings and details of the engineering evaluations.

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #11EN0934]

BACKGROUND:

Meeting in regular session on February 17, 2011, the Board approved awarding a Task Order to Baskerville Donovan, Inc., on Contract PD 10-11.005 "Engineering and Surveying Services for the Pensacola Beach Master Plan".

This Change Order is broken down into two parts. The first part of this change order, which is estimated to cost \$46,932.25, is for final programming and design development services, under responsibilities outlined in Task 2 of the Pensacola Beach Master Plan Scope of Services. This task will develop two mobility alternatives for the Pensacola Beach Core Area. This effort shall transition the Pensacola Master Plan from the planning phase to the design/implementation phase. The second part of this change order, which is estimated to cost \$39,064.42, is for a public presentation of the final outline alternatives developed for the Pensacola Beach Core Area under Task 2 of the Pensacola Master Plan Scope of Services. The public presentation will outline the engineering issues and order of magnitude for the two final outline alternatives. Change Order #1, which was issued on November 28, 2011, for a cost of \$48,340.67, was for additional meetings, coordination and presentation as requested by Escambia County. This request includes one-on-one meetings with SRIA board members, SRIA Steering Committee members and Escambia County to discuss the findings and details of the engineering evaluations.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #11EN0934.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

PO and Task Order

CO1

CO2 Pt 1

CO2 Pt 2

BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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E** [CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841]

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 BASKERVILLE-DONOVAN INC
 449 W MAIN STREET
 PENSACOLA FL 32502]

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 ENGINEERING DEPARTMENT
 1190 WEST LEONARD ST., SUITE #
 PENSACOLA FL 32501
 ATTN: ROBIN LAMBERT]

ORDER DATE: 02/23/11 BUYER: PAUL NOBLES REQ. NO.: 11001090 REQ. DATE: 02/23/11

TERMS: NET 30 DAYS F.O.B.: N/A DESC.: CONTACT MATT MOONEYHAN AT

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	TASK ORDER PD 10-11.005 "ENGINEERING AND SURVEYING SERVICES FOR THE PENSACOLA BEACH MASTER PLAN". BCC APPROVAL 02/17/2011	149746.2600	149,746.26

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	149,746.26
01	210107 56301	149,746.26	11EN0934	TOTAL \$	149,746.26

APPROVED BY Charles R. Oliver
 Original Purchase Order
 1/25/11

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-11. Approval of Various Consent Agenda Items – Continued

5. Authorizing Escambia County, Florida, to piggyback off the Hamilton County, Ohio, Contract #ITB 043-09/JW, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, and awarding a Purchase Order to Parker Marine Enterprises, Inc., in the amount of \$86,379, for the purchase of a Parker 2520XLD sport cabin boat (Funding: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 220102, Project 10NE0848).

6. Taking the following action concerning Pensacola Beach Master Plan, PD 10-11.005 (Funding: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Object Code 56301, Project Number 11EN0934):

A. Approving the following Selection/Negotiation Committee Ranking:

- (1) Baskerville-Donovan, Inc.
- (2) Hatch Mott MacDonald, Inc.
- (3) Hernandez & Swift Associates, Inc.

B. Awarding a Task Order for PD 10-11.005, Pensacola Beach Master Plan, per the terms and conditions of PD 02-03.079, Professional Services, as Governed by Florida Statute 287.055, to Baskerville-Donovan, Inc., for a lump sum amount of \$149,746.26.

7. See Page 18.

**A COPY OF TASK ORDER CONTRACT PD 10-11.005 AND
SOLICITATION DOCUMENTS ARE SHOWN ON PAGES 10-27**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 6.

County Administrator's Report

Date: 02/17/2011
Issue: Task Order Award for Pensacola Beach Master Plan, PD 10-11.005
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval: Charles R. Owen 2/10/11

RECOMMENDATION:

Recommendation Concerning Task Order Award for Pensacola Beach Master Plan, PD 10-11.005 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning Pensacola Beach Master Plan, PD 10-11.005:

A. Approve the Selection/Negotiation Committee Ranking:

1. Baskerville-Donovan, Inc.
2. Hatch Mott MacDonald, Inc.
3. Hernandez & Swift Associates, Inc.; and

B. Award a Task Order for PD 10-11.005, Pensacola Beach Master Plan, per the terms and conditions of PD 02-03.079, Professional Services, as Governed by Florida Statute 287.055, to Baskerville-Donovan, Inc., for a lump sum amount of \$149,746.26.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 11EN0934]

BACKGROUND:

PD 10-11.005, Pensacola Beach Master Plan was advertised in the Pensacola News Journal along with 75 additional firms available on PD 02-03.079, Professional Services as Governed by Florida Statute 287.055 were also electronically noticed on Monday, October 19, 2010. On Tuesday, November 2, 2010, 3 responses were received.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 11EN0934]

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 and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

Upon receipt of Board approval, the Contract Administrator shall notify Baskerville-Donovan, Inc.

Attachments

Final Scope of Work

Fee Proposal

ESCAMBIA COUNTY

PENSACOLA BEACH MASTER PLAN

SCOPE OF ENGINEERING AND SURVEYING SERVICES

January 2011

GOALS AND OBJECTIVES:

The general goal of this project is to begin implementation of the approved Pensacola Beach Conceptual Master Plan prepared for the Santa Rosa Island Authority. The work will involve a complete assessment of the Conceptual Master Plan for vehicular and pedestrian flow, a recommendation for phasing projects and designs of the work that is identified as immediately needed.

WORK SCOPE ELEMENTS:

The scope of this project is to utilize the approved Conceptual Master Plan for the following elements:

1. Develop an Engineering Master Plan.
2. Identify phases within the Engineering Master Plan
3. Establish priorities within the Engineering Master Plan
4. Establish stages of construction for off-season periods
5. Design phases identified within the Engineering Master Plan
6. Identify time lines for priorities and stages to complete all work identified in the Engineering Master Plan

The work elements will generally include the following tasks:

Task 1 – Engineering Master Plan Development

1. Identify all projects currently anticipated for Pensacola Beach.
2. Determine the feasibility of the identified projects through applied engineering principles.
3. Develop a list of immediate action projects (Stage I) and extended action projects (Stage II). Stage I will include projects need immediate action and will not conflict with projects requiring additional study. Stage II will include projects that may require additional studies.
4. Communicate findings with SRIA steering committees and SRIA Board. Incorporate SRIA committee and Board comments into the Master Plan Development process.
5. Prepare monthly reports for Escambia County and SRIA Board.
6. Prepare an estimate of probable cost for the individual Stage I and Stage II projects.

Pensacola Beach Master Plan
Scope of Services
Page 2 of 3

7. Prepare a report on funding opportunities including combinations of the local option sales tax, toll fees and other possible funding options. Undertake Technical and Economic analysis to establish priorities for both Stage I and Stage II projects.
8. Develop a phasing plan and recommended schedule for implementation of each phase. The plan and schedule will consider immediate needs, funding, and potential impacts to peak tourist periods.
9. Present preliminary Engineering Master Plan to SRIA Board.
10. Incorporate SRIA Board comments and submit final Engineering Master Plan to Escambia County

Task 2 – Stage I Project Design

1. Identify projects that require engineering design.
2. Develop a scope of work and negotiate fees for the projects. The scope of work may combine individual Stage I projects.
3. Prepare 60%, 90% and 100% construction plans for the projects. Designs will include surveying, geotechnical investigations, utility relocations, stormwater and other considerations necessary for a complete design.
4. Prepare permit applications as necessary to construct the projects including potable water, sanitary sewer and stormwater facilities.
5. Coordinate proposed improvements with SRIA Board, Escambia County, ECUA, Gulf Power, and other utility providers that may be impacted by the improvements.
6. Prepare cost estimate and bid documents. Assist Escambia County with the bidding process.
7. Provide engineering services during construction and inspection, as requested and necessary to prepare permit certifications.

Task 3 – Stage II Project Design

1. Develop a scope of work and negotiate fees for the projects.
2. Prepare 60%, 90% and 100% construction plans for the projects. Designs will include surveying, geotechnical investigations, studies, utility relocations, stormwater and other considerations necessary for a complete design.
3. Prepare permit applications as necessary to construct the projects including potable water, sanitary sewer and stormwater facilities.
4. Coordinate proposed improvements with SRIA Board, Escambia County, ECUA, Gulf Power, and other utility providers that may be impacted by the improvements.
5. Prepare cost estimate and bid documents. Assist Escambia County with the bidding process.
6. Provide engineering services during construction and inspection, necessary to prepare permit certifications.

Pensacola Beach Master Plan
Scope of Services
Page 3 of 3

DELIVERABLES AND SCHEDULE

Ten (10) paper copies and one digital copy (PDF format) of the preliminary Engineering Master Plan will be provided to Escambia County for distribution to SRIA Board. Twenty (20) paper copies and one digital copy (PDF format) of the final Engineering Master Plan will be provided to Escambia County.

The preliminary Engineering Master Plan will be presented to SRIA Board within 120 days of the Notice to Proceed. The final Engineering Master Plan will be submitted within 45 from the presentation to the SRIA Board. Schedules are dependent on SRIA Steering committees, SRIA Board action and reviews by Escambia County.

Submittal deliverables and schedules for Stage I and Stage II designs will be included in the Scope of Work for the individual projects.

FEE STRUCTURE

Engineering Master Plan
Stage I and II Project Designs Fee

Lump Sum
To be negotiated with BDI according to
priorities and phasing

**PENSACOLA BEACH MASTER PLAN
PD 10-11.005
Escambia County, Florida**

MANHOOUR AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADD/ DESIGNER	SURVEY MANAGER	SURVEYOR PLS/PSM	SURVEY PARTY (3)	SURVEY TECH	CLERICAL	TOTAL MANHOOURS	FEE
	\$115.97	\$104.67	\$72.13	\$61.22	\$121.05	\$79.75	\$99.51	\$52.73	\$33.24		
A Project Initiation and Data Collection	5	16	16	16					9	62	\$ 4,687.33
B Engineering Master Plan Development	30	84	190	90					42	436	\$ 32,881.86
C Toll Facility Evaluation	16	14	106	32					8	176	\$ 13,191.64
D Parking, Lighting and Vehicle Circulation	23	32	146	64					12	277	\$ 20,884.89
E Bicycle and Pedestrian Circulation/Road Crossings	15	28	116	48					10	217	\$ 16,308.35
F Transit and Trolley Evaluation	6	20	64	16					11	117	\$ 8,750.70
G Transportation and Access Management	22	71	114	60					20	287	\$ 22,543.73
H Project Funding Opportunities Report	18	24	80	8					18	128	\$ 10,015.42
I Coordination, Public Meetings and Presentations	8	20	42	28					16	114	\$ 8,286.62
J Surveying Services					10	20	60	60	8	158	\$ 12,205.82
Totals	143	309	854	362	10	20	60	60	154	1972	

TOTAL LUMP SUM FEE	\$ 149,746.28
OVERHEAD RATE	166%
FCCM	1.32%
PROFIT MARGIN	10%



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Feb. 17, 2011 Page 7

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**PENSACOLA BEACH MASTER PLAN
PD 10-11.005
Escambia County, Florida**

MANHOOR AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADD/ DESIGNER	CEI INSPECTOR	CLERICAL	TOTAL MANHOURS	FEE
	\$115.97	\$104.67	\$72.13	\$61.22	\$50.01	\$33.24		
A	Project Initiation and Data Collection							
1	4	10	10	6		4	34	\$ 2,732.16
2		4	4	10		4	22	\$ 1,452.36
3	1	2	2			1	6	\$ 502.81
	Subtotal	5	16	16	0	9	62	\$ 4,887.33
B	Engineering Master Plan Development							
1		4	10	10		12	36	\$ 2,151.08
2	2	8	20	4			34	\$ 2,756.78
3	1	6	16	2			25	\$ 2,020.51
4	2	2	6	2			12	\$ 888.50
5	4	8	8				20	\$ 1,878.26
6	4	4	8				16	\$ 1,459.60
7	8	12	36				56	\$ 4,760.48
8	1	4	12	2		2	21	\$ 1,589.13
9	4	20	40	50		10	124	\$ 8,835.88
10		4	10	10		8	32	\$ 2,018.10
11	4	6	20	10		8	48	\$ 3,412.62
12		6	4			2	12	\$ 883.02
	Subtotal	30	84	190	0	42	436	\$ 32,881.98
C	Toll Facility Evaluation							
1	4	4	20				28	\$ 2,325.16
2	2	2	10	4		2	20	\$ 1,473.64
3	8	2	36	4		4	54	\$ 4,111.62
4	2	4	36	24			66	\$ 4,716.58
5		2	4			2	8	\$ 564.34
	Subtotal	16	14	106	0	8	176	\$ 13,191.64
D	Parking, Lighting and Vehicle Circulation							
1		4	16				20	\$ 1,572.76
2	4	8	24	8		2	46	\$ 3,588.60
3	8	4	50	8		2	72	\$ 5,508.18
4	2	4	24	8		2	40	\$ 2,937.88
5	8	8	24	40		4	84	\$ 6,078.00
6	1	4	8			2	15	\$ 1,178.17
	Subtotal	23	32	146	0	12	277	\$ 20,864.69
E	Bicycle and Pedestrian Circulation/Road Crossings							
1			16				16	\$ 1,154.08
2	4	8	16	8		2	38	\$ 3,011.56
3	4	2	24			2	32	\$ 2,470.82
4	2	4	16			2	24	\$ 1,871.18
5	4	10	40	40		2	96	\$ 6,911.06
6	1	4	4			2	11	\$ 889.85
	Subtotal	15	28	116	0	10	217	\$ 16,308.35
F	Transit and Trolley Evaluation							

**PENSACOLA BEACH MASTER PLAN
PD 10-11.005
Escambia County, Florida**

MANHOURLY AND FEE ESTIMATE

1	Review current transit systems		2	4			6	\$	497.88
2	Evaluate deficiencies and needs	2	4	8		2	18	\$	1,284.14
3	Coordinate with Steering Committee	2	8	24		4	38	\$	2,933.38
4	Formulate effective methods and routes	2	4	24	18		50	\$	3,484.22
5	Correspondence and Meetings		2	4		1	7	\$	531.10
	Subtotal	6	20	64	16	0	111	\$	8,760.70
G Transportation and Access Management									
1	Review existing traffic studies and geometrics	4	1	8		2	15	\$	1,212.07
2	Distribute traffic volumes on conceptual MP roadway configuration	2	8	16	8		42	\$	2,979.06
3	Prepare traffic model(s) for evaluation of roadways	8	38	46	12		108	\$	8,881.48
4	Determine feasibilities and alternatives	8	8	20	20		56	\$	4,432.12
5	Prepare improvement concepts		18	20	20		60	\$	4,474.88
6	Correspondence and Meetings		2	4		2	8	\$	584.34
	Subtotal	22	71	114	60	0	287	\$	22,543.73
H Project Funding Opportunities Report									
1	Review current funding		4	4			8	\$	707.20
2	Evaluate funding needs	8	6	16	4		40	\$	3,154.18
3	Formulate funding avenues	8	8	16			32	\$	2,910.20
4	Prepare opportunities report	2	4	20	4		38	\$	2,604.02
5	Correspondence and Meetings		2	4		4	10	\$	630.82
	Subtotal	18	24	60	8	0	128	\$	10,015.42
I Coordination, Public Meetings and Presentations									
1	Project Coordination and Committee review	4	8	30	24		74	\$	5,200.34
2	Public meetings and presentations	4	12	12	4		40	\$	3,096.28
3							0	\$	-
	Subtotal	8	20	42	28	0	114	\$	8,296.62
J Surveying Services									
		SURVEY MANAGER \$121.05	SURVEYOR PLS/PSM \$79.75	SURVEY PARTY (3) \$89.51	SURVEY TECH \$52.73	CLERICAL \$33.24			
1							0	\$	-
2		10	20	60	60	8	158	\$	12,205.62
3							0	\$	-
4							0	\$	-
5							0	\$	-
	Subtotal	10	20	60	60	8	158	\$	12,205.62
TOTAL LUMP SUM FEE									\$ 149,748.26
OVERHEAD RATE									168%
FCCM									1.32%
PROFIT MARGIN									10%

2011-000201
Feb. 17, 2011 Page 9

BCC



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

TASK ORDER - PD 10-11.005

**ENGINEERING AND SURVEYING SERVICES
FOR THE PENSACOLA BEACH MASTER PLAN**

1.0 Authorization

This task order is issued under approval by the Board of County Commissioners, Escambia County, Florida February 17, 2011 and under the terms and conditions of PD 02-03-79, "Professional Services" as governed by Florida Statutes 287.055, which was approved by the Board of County Commissioners on October 2, 2003.

2.0 Scope

Under this Task Order, the Engineer (Baskerville-Donovan, Inc.) will begin implementation of the approved Pensacola Beach Conceptual Master Plan prepared for the Santa Rosa Island Authority. The work will involve a complete assessment of the conceptual Master Plan for vehicular and pedestrian flow, a recommendation for phasing projects and designs of the work that is identified as immediately needed.

The scope of this project is to utilize the approved Conceptual Master Plan for the following elements:

1. Develop an Engineering Master Plan
2. Identify phases within the Engineering Master Plan
3. Establish priorities within the Engineering Master Plan
4. Establish stages of construction for off-season periods
5. Design phases identified within the Engineering Master Plan
6. Identify time lines for priorities and states to complete all work identified in the Engineering Master Plan.

See attached Scope of Services dated January, 2011.

3.0 Schedule

The preliminary Engineering Master Plan will be presented to the SRIA Board within 180 days of the Notice to Proceed. The final Engineering Master Plan will be submitted within 60 days from the presentation to the SRIA Board. Schedules are dependent on SRIA Steering Committees, SRIA Board action and review by Escambia County.

4.0 Compensation

This Task Order is issued for a lump sum amount of \$149,746.26. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79.

Not Agenda Backup
3/10/2011 L. Calver

5.0 Progress Meetings

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss design and permitting issues.

Issued by:

Rich Lund
Escambia County, Florida

2-23-11
Date

Accepted by:

[Signature]
Baskerville-Donovan, Inc.

2/23/2011
Date

ESCAMBIA COUNTY
PENSACOLA BEACH MASTER PLAN
SCOPE OF ENGINEERING AND SURVEYING SERVICES
January 2011

GOALS AND OBJECTIVES:

The general goal of this project is to begin implementation of the approved Pensacola Beach Conceptual Master Plan prepared for the Santa Rosa Island Authority. The work will involve a complete assessment of the Conceptual Master Plan for vehicular and pedestrian flow, a recommendation for phasing projects and designs of the work that is identified as immediately needed.

WORK SCOPE ELEMENTS:

The scope of this project is to utilize the approved Conceptual Master Plan for the following elements:

1. Develop an Engineering Master Plan.
2. Identify phases within the Engineering Master Plan
3. Establish priorities within the Engineering Master Plan
4. Establish stages of construction for off-season periods
5. Design phases identified within the Engineering Master Plan
6. Identify time lines for priorities and stages to complete all work identified in the Engineering Master Plan

The work elements will generally include the following tasks:

Task 1 – Engineering Master Plan Development

1. Identify all projects currently anticipated for Pensacola Beach.
2. Determine the feasibility of the identified projects through applied engineering principles.
3. Develop a list of immediate action projects (Stage I) and extended action projects (Stage II). Stage I will include projects need immediate action and will not conflict with projects requiring additional study. Stage II will include projects that may require additional studies.
4. Communicate findings with SRIA steering committees and SRIA Board. Incorporate SRIA committee and Board comments into the Master Plan Development process.
5. Prepare monthly reports for Escambia County and SRIA Board.
6. Prepare an estimate of probable cost for the individual Stage I and Stage II projects.

**Pensacola Beach Master Plan
Scope of Services
Page 2 of 3**

7. Prepare a report on funding opportunities including combinations of the local option sales tax, toll fees and other possible funding options. Undertake Technical and Economic analysis to establish priorities for both Stage I and Stage II projects.
8. Develop a phasing plan and recommended schedule for implementation of each phase. The plan and schedule will consider immediate needs, funding, and potential impacts to peak tourist periods.
9. Present preliminary Engineering Master Plan to SRIA Board.
10. Incorporate SRIA Board comments and submit final Engineering Master Plan to Escambia County

Task 2 – Stage I Project Design

1. Identify projects that require engineering design.
2. Develop a scope of work and negotiate fees for the projects. The scope of work may combine individual Stage I projects.
3. Prepare 60%, 90% and 100% construction plans for the projects. Designs will include surveying, geotechnical investigations, utility relocations, stormwater and other considerations necessary for a complete design.
4. Prepare permit applications as necessary to construct the projects including potable water, sanitary sewer and stormwater facilities.
5. Coordinate proposed improvements with SRIA Board, Escambia County, ECUA, Gulf Power, and other utility providers that may be impacted by the improvements.
6. Prepare cost estimate and bid documents. Assist Escambia County with the bidding process.
7. Provide engineering services during construction and inspection, as requested and necessary to prepare permit certifications.

Task 3 – Stage II Project Design

1. Develop a scope of work and negotiate fees for the projects.
2. Prepare 60%, 90% and 100% construction plans for the projects. Designs will include surveying, geotechnical investigations, studies, utility relocations, stormwater and other considerations necessary for a complete design.
3. Prepare permit applications as necessary to construct the projects including potable water, sanitary sewer and stormwater facilities.
4. Coordinate proposed improvements with SRIA Board, Escambia County, ECUA, Gulf Power, and other utility providers that may be impacted by the improvements.
5. Prepare cost estimate and bid documents. Assist Escambia County with the bidding process.
6. Provide engineering services during construction and inspection, necessary to prepare permit certifications.

Pensacola Beach Master Plan
Scope of Services
Page 3 of 3

DELIVERABLES AND SCHEDULE

Ten (10) paper copies and one digital copy (PDF format) of the preliminary Engineering Master Plan will be provided to Escambia County for distribution to SRIA Board. Twenty (20) paper copies and one digital copy (PDF format) of the final Engineering Master Plan will be provided to Escambia County.

The preliminary Engineering Master Plan will be presented to SRIA Board within 120 days of the Notice to Proceed. The final Engineering Master Plan will be submitted within 45 from the presentation to the SRIA Board. Schedules are dependent on SRIA Steering committees, SRIA Board action and reviews by Escambia County.

Submittal deliverables and schedules for Stage I and Stage II designs will be included in the Scope of Work for the individual projects.

FEE STRUCTURE

Engineering Master Plan
Stage I and II Project Designs Fee

Lump Sum
To be negotiated with BDI according to
priorities and phasing

PENSACOLA BEACH MASTER PLAN
 PD 10-11.006
 Escambia County, Florida

MANHOURLY AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADDY DESIGNER	SURVEY MANAGER	SURVEYOR PLS/PSM	SURVEY PARTY (3)	SURVEY TECH	CLERICAL	TOTAL MANHOURS	FEE
A	\$115.97	\$104.57	\$72.13	\$81.22	\$121.05	\$78.75	\$88.51	\$52.73	\$33.24	62	\$ 4,987.33
B	5	16	16	16					9	438	\$ 32,881.98
C	30	84	180	90					42	178	\$ 13,181.64
D	16	14	108	32					8	277	\$ 20,894.69
E	23	32	146	64					12	217	\$ 18,308.35
F	15	28	118	48					10	117	\$ 8,750.70
G	6	20	64	16					11	287	\$ 22,843.73
H	22	71	114	60					20	128	\$ 10,016.42
I	18	24	60	8					18	114	\$ 8,298.62
J	8	20	42	28					16	158	\$ 12,205.82
Totals	143	309	854	362	10	20	60	60	154	1872	\$ 149,748.28

TOTAL LUMP SUM FEE

OVERHEAD RATE

185%

1.32%

PROFIT MARGIN

19%



PURCHASE ORDER NO. 1110190

CHANGE DATE: 11/28/11

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11 101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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 CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

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 021556
 BASKERVILLE-DONOVAN INC
 449 W MAIN STREET
 PENSACOLA FL 32502

S
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 ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32508
 ATTN: ROBIN LAMBERT

ORDER DATE: 02/23/11 BUYER: PAUL NOBLES REG NO: 11001090 REG DATE: 02/23/11

TERMS: NET 30 DAYS F.O.B: N/A DESC: CHANGE ORDER

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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This change order provides for an Additive Change Order required for additional meetings, coordination and presentations as a result of the Master Plan evaluation. The time of completion shall increase by sixth (60) calendar days. The new completion date is January 25, 2012. CIP: Pensacola Beach Master Plan

01	.00	LOT	TASK ORDER PD 10-11.005 "ENGINEERING AND SURVEYING SERVICES FOR THE PENSACOLA BEACH MASTER PLAN". BCC APPROVAL 02/17/2011	48340.6700	48,340.67
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ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL	TOTAL
01	310107 56301	.00	11EN0934	48,340.67	48,340.67
01	211106 56301	48,340.67			48,340.67

Handwritten signature and date: 12-1-11

APPROVED BY *Claudia Simon*

Original Purchase Order

Handwritten notes:
 12-1
 SCAN
 11/28/11

**PENSACOLA BEACH MASTER PLAN
PD 10-11.005**

SCOPE OF ENGINEERING AND SURVEYING SERVICES

CHANGE ORDER No. 1

As a result of the engineering evaluation of the Pensacola Beach Master Plan, additional meetings, coordination and presentations are requested by Escambia County. This work is beyond the original Scope of Services for PD 10-11.005. The request includes one-on-one meetings with SRIA board members, SRIA Steering Committee members, and Escambia County Staff to discuss the findings and details of the engineering evaluation. Extensive coordination with Escambia County prior to those meetings shall be provided to keep the project on track with schedules. Presentations to SRIA board and SRIA Steering Committee as a group will be provided to receive additional public input. The date time and location of the and presentations will be determined by Escambia County.

FEE and SCHEDULE

Meetings, Coordination, and Presentations

\$48,340.67

Time Schedule

60 additional days

PENSACOLA BEACH MASTER PLAN
PD 10-11.005
Change Order No. 1

Meetings and Coordination outside of Original Scope of Services
MAN-HOUR AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CAD/DRAWER	CEI	CLERICAL	TOTAL MANHOURS	FEE
A Project Coordination								
1 Presentations and Meetings with SRIA Committee/ Board Members	85	85	85	42		32	329	\$ 28,520.37
2 Litig Meetings w/ County, Staff and Preparation	62	60	60	20		24	226	\$ 19,820.30
Subtotal	147	145	145	62	0	56	555	\$ 48,340.67
								\$ 48,340.67
								TOTAL LUMP SUM FEE
								OVERHEAD RATE 168%
								FCCM 1.32%
								PROFIT MARGIN 10%

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ESCAMBLIA COUNTY

PD 10-11.005

STAGE II SERVICES

Pensacola Beach Master Plan

Change Order No. 2

SCOPE OF ENGINEERING SERVICES

November 2011

GOALS AND OBJECTIVES:

Escambia County requests final programming and design development services under responsibilities outlined in TASK 2 of the Pensacola Beach Master Plan Scope of Services (PD 10-11.005, January 2011). The final programming and design development services shall develop two (2) mobility alternatives for the Pensacola Beach Core Area.

Final Programming and Design Development

The Final Programming and Design Development effort shall transition the Pensacola Beach Master Plan from the planning phase to the design/implementation phase. This task will provide a final implementation program on an abbreviated schedule.

The physical area identified under this task is limited to the Pensacola Beach Core Area outlined in the 2009 Pensacola Beach Master Plan. An engineering analysis will be performed as required to determine the technical feasibility for two alternatives.

WORK SCOPE ELEMENTS

Two (2) alternatives shall be developed for mobility within the Pensacola Beach Core Area. Escambia County and the SRIA planning consultant shall provide assistance in development of the alternatives. Each alternative shall conform, where practicable, to the programming and urban planning principles included in the 2009 Pensacola Beach Master Plan. The two alternatives shall be defined as follows:

- Alternative 1 - At-Grade Pedestrian Crossing
- Alternative 2 - Elevated Pedestrian Crossing

The alternatives shall be developed using the existing horizontal roadway centerlines of Pensacola Beach Boulevard/Via DeLuna Drive and the pedestrian crossing area identified in the 2009 Pensacola Beach Master Plan. A Concept Plan, Order of Magnitude Cost Estimate and Narrative will be prepared for each alternative.

Each alternative will include the preliminary engineering considerations for roadway and pedestrian concourse capacity and geometry, and shall potentially conform to roadway and pedestrian safety criteria established by Escambia County. At a minimum, this programming and preliminary design work shall roughly conform to the requirements of the *Manual of*

***Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways* (2007 edition), commonly known as the "Florida Greenbook". Each alternative shall include the following:**

- 1. Concept Plan:** A scaled view shall be prepared of the Beach Core area that shows the location, size and nature for the basic elements of the alternative. This plan shall identify potential conflicts with existing beach infrastructure.
- 2. Roadway Concept:** For design elements involving elevated segments of roadway, elevated pedestrian concourses, or depressed segments of pedestrian concourses, a conceptual planning-level vertical and horizontal alignment shall be developed with cross-sections at crossing locations.
- 3. Narrative:** A brief narrative shall be prepared describing identified engineering issues associated with the two alternatives. This narrative shall be incorporated with the narrative furnished by the SRIA planning consultant (describing deviations from 2009 Pensacola Beach Master Plan guiding principles).

DEVELOPMENT OF ALTERNATIVES

The following activities will be performed in development of the alternatives:

- 1. Coordination and Communications:** Technical support relative to the project will be provided to the SRIA planning consultant and Escambia County for guidance in achieving the project goals and objectives. A final set of project priorities and directives will be prepared by Escambia County and furnished to the team.

Existing background information shall be provided to the SRIA planning consultant to facilitate coordination within the team. The information could include traffic studies, utility information, topographic surveys, geometric studies, permits, or other relevant information. Continuous coordination and communications with Escambia County and the SRIA planning consultant will be provided as necessary to facilitate development of the two alternatives.

Weekly meetings with Escambia County will be scheduled to review the project progress and address developing issues. Technical or process issues that directly impact project directives, schedule or funding parameters shall be identified and communicated as necessary to facilitate immediate action.

- 2. Draft Alternatives Development:** Draft alternatives shall be developed in accordance with the project goals, objectives, priorities and directives. A broad technical analysis shall be performed on each draft alternative. The draft alternatives shall be submitted to Escambia County for review and discussion. The draft alternatives will be reviewed and discussed in the weekly meetings. Engineering support will be provided to assist in the review.

- 3. Final Outline Alternatives:** Comments from Escambia County and weekly meeting discussions will be incorporated into the engineering section of the draft alternatives. Once incorporated the two concept plans will be considered to be Final Outline Alternatives.

DELIVERABLES AND SCHEDULE

One (1) paper copy (11"x17") and one digital copy (PDF format) of the Draft Alternatives shall be provided to Escambia County. Four (4) paper copies (22"x34") and one digital copy (PDF Format) of the Final Outline Alternatives shall be provided to Escambia County.

The final alternative shall be presented to Escambia County within 60 days of the Notice to Proceed. Schedule is dependent on the SRIA planning consultant, SRIA Board Action and reviews by Escambia County.

FEE STRUCTURE

This work shall be performed on a Lump Sum Fee basis.

**PENSACOLA BEACH MASTER PLAN
FINAL PROGRAMING AND DESIGN DEVELOPMENT
Change Order No. 2**

CIVIL MANHOUR AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADDY DESIGNER	INSPECTOR	CLERICAL	TOTAL MANHOURS	FEE
A Project Coordination and Data Collection								
1 Project development and coordination	12	10	8	4		2	36	\$ 3,226.74
2 Data research, collection, sorting and compiling			4	8		2	14	\$ 844.78
3 Correspondence and Meetings	2	2				1	5	\$ 474.52
Subtotal	14	12	12	12	0	5	55	\$ 4,648.02
B Alternative 1 Design Development								
1 Coordination w/SRIA Planning consultant	4	4	18	8		2	40	\$ 3,488.96
2 Formulate conceptual design alternatives	8	4	8				16	\$ 1,459.60
3 Evaluate alternative solution feasibility	4	4	4	2			8	\$ 642.90
4 Identify potential design constraints	2		2				4	\$ 378.20
5 Develop preliminary phasing plan	2						4	\$ 378.20
Subtotal	20	16	30	10	0	2	78	\$ 6,836.70
C Alternative 2 Design Development								
1 Coordination w/SRIA Planning consultant	4	4	8	8		2	28	\$ 2,368.04
2 Formulate conceptual design alternatives	4	2	2				8	\$ 1,018.32
3 Evaluate alternative solution feasibility	2	2	2	2			6	\$ 382.67
4 Identify potential design constraints	1		2				3	\$ 260.23
5 Develop preliminary phasing plan	1						3	\$ 260.23
Subtotal	12	14	20	10	0	2	58	\$ 4,978.50
Totals	48	42	62	32	0	9	191	\$ 16,461.02

**PENSACOLA BEACH MASTER PLAN
FINAL PROGRAMING AND DESIGN DEVELOPMENT
Change Order No. 2**

STRUCTURAL MANHOOUR AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADD/ DESIGNER	CEI INSPECTOR	CLERICAL	TOTAL MANHOURS	FEE
	\$115.97	\$104.67	\$72.13	\$81.22	\$50.01	\$33.24		
A Project Coordination and Data Collection								
1 Project development and coordination	4		2	2			8	\$ 730.58
2 Data research, collection, sorting and compiling	2		8	2		1	12	\$ 931.42
3 Correspondence and Meetings	2						3	\$ 265.18
Subtotal	8	0	10	4	0	1	23	\$ 1,927.18
B Alternative 1 Design Development								
1 Coordination w/SRIA Planning consultant	8		8				16	\$ 1,504.80
2 Formulate conceptual design alternatives	16		16	8			40	\$ 3,489.36
3 Evaluate alternative solution feasibility	4		10	6			20	\$ 1,552.50
4 Identify potential design constraints	2		4				6	\$ 520.48
5 Develop preliminary phasing plan	2		4	4			10	\$ 765.34
Subtotal	32	0	42	18	0	0	92	\$ 7,842.48
C Alternative 2 Design Development								
1 Coordination w/SRIA Planning consultant	2		4				6	\$ 520.48
2 Formulate conceptual design alternatives	2		8	8			18	\$ 1,290.74
3 Evaluate alternative solution feasibility	2		8	6			16	\$ 1,176.30
4 Identify potential design constraints	1		4				5	\$ 404.49
5 Develop preliminary phasing plan	1		2	4			7	\$ 505.11
Subtotal	8	0	26	18	0	0	52	\$ 3,895.10
Totals	48	0	78	40	0	1	167	\$ 13,674.74

**PENSACOLA BEACH MASTER PLAN
FINAL PROGRAMING AND DESIGN DEVELOPMENT
Change Order No. 2**

ENVIRONMENTAL MANHOOUR AND FEE ESTIMATE									
	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADDY DESIGNER	INSPECTOR	CLERICAL	TOTAL MANHOOURS	FEE	
	\$115.97	\$104.57	\$72.13	\$61.22	\$50.01	\$33.24			
A Project Coordination and Data Collection									
1 Project development and coordination	2		2	4			4	\$ 378.20	
2 Data research, collection, sorting and compiling			4	4			8	\$ 533.40	
3 Correspondence and meetings			2				2	\$ 144.26	
Subtotal	2	0	8	4	0	0	14	\$ 1,053.86	
B Alternative 1 Design Development									
1 Coordination w/SRIA Planning consultant	4		4	4			6	\$ 752.40	
2 Formulate conceptual design alternatives	4		4	4			12	\$ 987.28	
3 Evaluate alternative solution feasibility	6		4	2			10	\$ 984.34	
4 Identify potential design constraints	4		4	2			4	\$ 286.70	
5 Develop preliminary phasing plan			4	2			10	\$ 874.84	
Subtotal	18	0	16	8	0	0	44	\$ 3,875.96	
C Alternative 2 Design Development									
1 Coordination w/SRIA Planning consultant	2		2	2			4	\$ 376.20	
2 Formulate conceptual design alternatives			2	2			4	\$ 288.70	
3 Evaluate alternative solution feasibility			2	2			2	\$ 144.26	
4 Identify potential design constraints	1		2	2			4	\$ 286.70	
5 Develop preliminary phasing plan			2	2			5	\$ 382.87	
Subtotal	3	0	10	6	0	0	19	\$ 1,338.93	
Total	23	0	36	18	0	0	77	\$ 6,365.96	

**PENSACOLA BEACH MASTER PLAN
FINAL PROGRAMING AND DESIGN DEVELOPMENT
Change Order No. 2**

ELECTRICAL MANHOURL AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CAD/D DESIGNER	CEI INSPECTOR	CLERICAL	TOTAL MANHOURS	FEE
A Project Coordination and Data Collection	\$115.97	\$104.57	\$72.13	\$61.22	\$50.01	\$33.24		
1 Project development and coordination	2		2				4	\$ 376.20
2 Data research, collection, sorting and compiling	4		6			1	13	\$ 1,074.16
3 Correspondence and Meetings	2					1	3	\$ 265.16
Subtotal	8	0	10	0	0	2	20	\$ 1,715.54
B Alternative 1 Design Development								
1 Coordination w/SRIA Planning consultant	4		4	4			4	\$ 289.52
2 Formulate conceptual design alternatives	2		2				4	\$ 1,285.60
3 Evaluate alternative solution feasibility	2		2	2			4	\$ 376.20
4 Identify potential design constraints	2		2	2			4	\$ 266.70
5 Develop preliminary phasing plan				2			2	\$ 489.64
Subtotal	8	0	10	8	0	0	34	\$ 2,715.86
C Alternative 2 Design Development								
1 Coordination w/SRIA Planning consultant	2		2	4			2	\$ 144.26
2 Formulate conceptual design alternatives	2		2				4	\$ 621.08
3 Evaluate alternative solution feasibility	2		2	2			4	\$ 376.20
4 Identify potential design constraints				2			2	\$ 266.70
5 Develop preliminary phasing plan							0	\$ -
Subtotal	4	0	8	6	0	0	18	\$ 1,408.24
Totals	20	0	36	14	0	2	72	\$ 5,539.64

**PENSACOLA BEACH MASTER PLAN
FINAL PROGRAMING AND DESIGN DEVELOPMENT
Change Order No. 2**

SURVEY MANHOOUR AND FEE ESTIMATE

	SURVEY MANAGER	SURVEYOR PLS/PSM	SURVEY PARTY	SURVEY DESIGNER TECH	GEI INSPECTOR	CLERICAL	TOTAL MANHOOURS	FEE
	\$121.05	\$78.75	\$99.55	\$52.73	\$50.01	\$33.24		
A								
Project Coordination and Data Collection								
1	1						1	\$ 121.05
2	2	4	24	24		4	56	\$ 4,248.80
3	1						1	\$ 121.05
Subtotal	4	4	24	24	0	4	60	\$ 4,590.90
B								
Alternative 1 Design Development								
1							0	\$ -
2							0	\$ -
3							0	\$ -
4							0	\$ -
5							0	\$ -
Subtotal	0	0	0	0	0	0	0	\$ -
C								
Alternative 2 Design Development								
1							0	\$ -
2							0	\$ -
3							0	\$ -
4							0	\$ -
5							0	\$ -
Subtotal	0	0	0	0	0	0	0	\$ -
Totals	4	4	24	24	0	4	60	\$ 4,590.90

ESCAMBIA COUNTY

PD 10-11.005

STAGE II SERVICES

Pensacola Beach Master Plan

Change Order No. 3

SCOPE OF ENGINEERING SERVICES

November 2011

GOALS AND OBJECTIVES:

Escambia County requests a Public Presentation of the Final Outline Alternatives developed for the Pensacola Beach Core Area under TASK 2 of the Pensacola Beach Master Plan Scope of Services (PD 10-11.005). The Public Presentation will outline the engineering issues and order of magnitude cost for the two (2) Final Outline Alternatives.

WORK SCOPE ELEMENTS:

The scope of work will include the following elements:

- 1. Meetings and Workshop:** A two (2) day workshop will be held to develop a Final Alternative Presentation with input from Escambia County staff and the SRIA planning consultant. The workshop shall develop the approach to the engineering issues and deviations from the 2009 Pensacola Beach Master Plan developed by the SRIA planning consultant.
- 2. Conceptual Cost Estimate:** An order of magnitude cost estimate shall be prepared for each alternative. The cost estimate will represent a conceptual-level cost suitable for programming purposes.
- 3. Final Presentation:** The Final Outline Alternatives shall be presented to the SRIA Board with the assistance of the SRIA planning consultant. The presentation shall be prepared in PowerPoint with the two Final Outline Alternatives printed on boards and displayed for public review at the meeting.

DELIVERABLES AND SCHEDULE

Four (4) paper copies of the Conceptual Cost Estimates, Two (2) printed copies (24"x36") of the display boards and a digital copy of the PowerPoint document shall be provided to Escambia County.

The Public Presentation shall occur within 60 days from the Notice to Proceed. Schedule is dependent on the SRIA planning consultant, SRIA Board and reviews by Escambia County.

FEE STRUCTURE

This work shall be performed on a Lump Sum Fee basis.

K:\258\25893.01 Beach Master Plan\Market\Pensacola Beach Master Plan CO #3- Nov 22, 2011.doc

**PENSACOLA BEACH MASTER PLAN
FINAL PROGRAMING AND DESIGN DEVELOPMENT
Change Order No. 3**

CIVIL MANHOOUR AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADDY DESIGNER	CEI INSPECTOR	CLERICAL	TOTAL MANHOOURS	FEE
A Meetings and Workshop								
1 Project coordination	\$115.97	\$104.67	\$72.13	\$81.22	\$50.01	\$33.24	6	\$ 585.54
2 Correspondence and Meetings	2	2	2				78	\$ 7,225.92
	24	24	24			6		
Subtotal	28	28	28	0	0	6	84	\$ 7,811.46
B Conceptual Cost Estimate								
1 Prepare preliminary cost estimates	10	4	8	4		2	28	\$ 2,466.78
Subtotal	10	4	8	4	0	2	28	\$ 2,466.78
C Public Presentation								
1 Powerpoint development	8	8	12	6		2	38	\$ 3,064.48
2 Meeting preparation	4	4	4	4		2	18	\$ 1,482.44
3 Public meeting and associated activities	16	8	8	4		4	40	\$ 3,647.76
Subtotal	28	20	24	14	0	8	54	\$ 8,194.68
Totals	64	50	58	18	0	16	206	\$ 18,472.92

**PENSACOLA BEACH MASTER PLAN
FINAL PROGRAMING AND DESIGN DEVELOPMENT
Change Order No. 3**

STRUCTURAL MANHOUR AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADD/DESIGNER	CEI INSPECTOR	CLERICAL	TOTAL MANHOURS	FEE
A Meetings and Workshap	\$115.97	\$104.67	\$72.13	\$61.22	\$50.01	\$33.24		
1 Project coordination	4		2	2			8	\$ 730.56
2 Correspondence and Meetings	24		24	8		6	62	\$ 5,203.60
Subtotal	28	0	26	10	0	6	70	\$ 6,934.16
B Conceptual Cost Estimate								
1 Prepare preliminary cost estimates	20		12	12		1	45	\$ 3,952.84
Subtotal	20	0	12	12	0	1	45	\$ 3,952.84
C Public Presentation								
1 PowerPoint development	2		2				4	\$ 376.20
2 Meeting preparation	2		4				6	\$ 520.48
3 Public meeting and associated activities	16		6			2	28	\$ 2,499.04
Subtotal	20	0	14	0	0	2	36	\$ 3,395.70
Totals	68	0	52	22	0	8	151	\$ 13,282.72

**PENSACOLA BEACH MASTER PLAN
FINAL PROGRAMING AND DESIGN DEVELOPMENT
Change Order No. 3**

ENVIRONMENTAL MANHOURL AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADDY DESIGNER	CEI INSPECTOR	CLERICAL	TOTAL MANHOURS	FEE
A Meetings and Workshop	\$115.97	\$104.67	\$72.13	\$61.22	\$50.01	\$33.24		
1 Project coordination	2		2				4	\$ 376.20
2 Correspondance and Meetings	8		8			2	18	\$ 1,571.28
Subtotal	10	0	10	0	0	2	22	\$ 1,947.48
B Conceptual Cost Estimate								
1 Prepares preliminary cost estimates	4		8	4		1	17	\$ 1,319.04
Subtotal	4	0	8	4	0	1	17	\$ 1,319.04
C Public Presentation								
1 Powerpoint development			4				4	\$ 288.52
2 Meeting preparation			2				2	\$ 144.26
3 Public meeting and associated activities			6	0	0	0	6	\$ 432.78
Subtotal	0	0	6	0	0	0	6	\$ 432.78
Totals	14	0	24	4	0	3	45	\$ 3,689.50

**PENSACOLA BEACH MASTER PLAN
FINAL PROGRAMING AND DESIGN DEVELOPMENT
Change Order No. 3**

ELECTRICAL MANHOURL AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADDY DESIGNER	CEI INSPECTOR	CLERICAL	TOTAL MANHOURS	FEE
A Meetings and Workshop	\$115.97	\$104.67	\$72.13	\$61.22	\$50.01	\$33.24		
1 Project coordination	2		2				4	\$ 376.20
2 Correspondence and Meetings	6		6			1	17	\$ 1,538.04
Subtotal	10	0	10	0	0	1	21	\$ 1,814.24
B Conceptual Cost Estimate								
1 Prepare preliminary cost estimates			6	4		1	13	\$ 855.16
Subtotal	0	0	6	4	0	1	13	\$ 855.16
C Public Presentation								
1 Powerplant development	2		2				4	\$ 376.20
2 Meeting preparation	4						4	\$ 463.68
3 Public meeting and associated activities			2	0	0	0	4	\$ 640.68
Subtotal	2	0	2	0	0	0	4	\$ 640.68
Totals	12	0	20	4	0	2	38	\$ 3,609.48



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1908

County Administrator's Report Item #: 11. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: United Way Human Services Appropriations Committee Funding
Recommendations for 2011-2012

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the United Way Human Services Appropriations Committee Funding Recommendations for 2011-2012 - Marilyn D. Wesley, Community Affairs Department Director

That the Board accept the United Way Human Services Appropriations Committee Funding Recommendations for 2011-2012, in the amount of \$95,500, which entails \$95,250 of allocations to be distributed to the approved non-profit entities and \$250 of committee-related expense for a required legal notice to be reimbursed to the United Way. The funds are included in the adopted Budget for the current Fiscal Year.

[Funding: Fund 001, General Fund, Cost Center 320202 Public Social Services - \$95,500]

BACKGROUND:

Annually, under agreement with the Board of County Commissioners, the responsibility of approving requests for funding to local non-profit agencies/organizations is handled via the Human Services Appropriations Committee of the United Way of Escambia County. Persons serving on this committee are Escambia county residents, including appointees from the Board of County Commissioners and the Penscola City Council. The committee provides recommendations from agency presentations with funding requests. The committee fully understands that funding of the requested services is an investment of general tax dollars and that without these funds, there could be an increase in costs for other county, city, or state-mandated services.

The funding rationale and criteria used is based on the impact and relationship to local and/or state government service expenditures, the benefit to the community as a whole, the measured effectiveness and results of programs and services, other sources and/or opportunities for funding, and the urgency of the services relative to the total amount of funds available.

BUDGETARY IMPACT:

Funding in the amount of \$95,500 is allocated in the adopted budget for this fiscal year in Fund 001 General Fund, Cost Center 320202 Public Social Services.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such general fund appropriations expenditures.

IMPLEMENTATION/COORDINATION:

Upon Board acceptance of the funding recommendations, funds will be disbursed to the United Way of Escambia County for distribution to the approved organizations. The Department of Community Affairs will continue to coordinate efforts with the United Way, on behalf of the County, throughout this process.

Attachments

2011-2012 United Way Human Services Appropriations Committee Funding Recommendation Report

2011-2012 United Way Human Services Appropriations Committee Funding Recommendation Matrix

Email from Rob Engel, United Way Director of Allocation Services, re Legal Notice



HUMAN SERVICES APPROPRIATIONS COMMITTEE 2011/2012 Funding Recommendations

To: Escambia Board of County Commissioners
From: Human Services Appropriations Committee
Yvette McLellan, Chair
Date: December 12, 2011
Subject: 2011/2012 Funding Recommendations

The Human Services Appropriations Committee, acting in a consulting role, provides recommendations for funding to local health and human service organizations through general revenue tax dollars.

The Committee ensures that the goals and objectives of the Human Services Appropriations Committee funding process are in line with those of the Escambia Board of County Commissioners.

The Committee evaluates all requesting programs based on the following criteria:

Funding Rationale and Criteria:

- Impact on and relationship to Escambia County government service expenditures.
- Impact on Essential Services provided by Escambia County.
- Ultimate benefit to the community as a whole.
- Measured effectiveness and results of program.
- Other sources and/or opportunities for funding of the requesting program.
- Urgency of service relative to current community condition and total amount of funds available.

Emphasis for 2011/2012:

- Detailed explanation by requesting programs regarding how the program, directly or indirectly, supports, impacts and/or reduces Escambia County government functional expenses.
- Detailed explanation of how previous year's funding (if program was funded) was used, and how proposed funding will be utilized to maximize the benefit of the programs' clients and the community.
- In an effort to fully maximize our local governments' general revenue impact and reach, priority will be placed with programs using Human Services Appropriations Committee funding as a local match for State and Federal dollars.



HUMAN SERVICES APPROPRIATIONS COMMITTEE

2011/12 Process:

- Any organization meeting basic accountability standards for certification is eligible to apply. There is no expense associated with certification.
- A legal notice of availability was placed with the Pensacola News Journal and appeared October 2, 2011.
- 15 programs at local non-profit agencies submitted written requests totaling \$135,600 with \$95,250 available for distribution.
- All applying programs hosted sit visits and made oral presentations to the committee. Committee deliberations were held November 16, 2011.
- Fourteen (14) programs are recommended for funding. Individual recommendations are attached in narrative and spread sheet form.

Participating Committee Members:

Yvette McLellan, Chair, United Way Board
Danny Lewis, City Appointee
Dr. Lusharon Wiley, County Appointee
Valerie Jones, Escambia County Staff
Shannon Lands, United Way Volunteer
Will Moore, United Way Volunteer
Sharhonda Owens, United Way Volunteer
Robby Youd, United Way Volunteer
Mary Ellen Spears, United Way Volunteer
Rob Engel, United Way Staff
Andrea Farage, United President/CEO

Program: Disaster Services / Local Response

Responsible Agency: American Red Cross

25 word description: Disaster Services/Local Response provides for the basic disaster-caused emergency needs such as food, shelter and clothing to local disaster victims.

What the funds will be used for: Funds will be used to support the victims of disaster with immediate needs such as food, clothing and shelter. Funds will also be used to assist in the preparation of disaster shelters in Escambia County.

Direct Services Provided	Results
<ul style="list-style-type: none"> Response to the scene of residential fires and other single or multi-family disasters around the clock, assessing damage, and providing emergency case management services. 	<ul style="list-style-type: none"> 130 projected families will be assisted by single-family disaster responses. Recruit and train 28 volunteers needed to maintain Disaster Action Team required to respond to disasters when requested within two hours
<ul style="list-style-type: none"> Provide shelter space for evacuees of a potential or actual large-scale disaster event. Safety provided to the sheltered population during a disaster event. 	<ul style="list-style-type: none"> More than 100 persons trained in shelter management, training materials and instructors with materials required for opening shelters provided as part of Disaster Services/Local Response.

Funding Recommendation:

	<u>County</u>
(2 Years Ago) 2009/10 Funding:	\$7,300
(Last Year) 2010/11 Funding:	\$10,000
2011/12 Funding Recommendation:	\$6,500

Human Services Appropriations Committee Comments:

- The committee feels that this program provides an invaluable service to the citizens of Escambia County and the City of Pensacola.
- Funding is restricted to use for single-family fires in Escambia County, FL.
- Agency must provide quarterly reports to the Human Services Appropriations Committee detailing use of funds for Escambia County, FL single-family fires.

Program: Pearl Nelson Child Development Center

Responsible Agency: ARC Gateway

25 word description: The program provides developmental instruction, family support & advocacy services, and pediatric therapy services (speech, physical, occupational) for young children with developmental delays or disabilities.

What the funds will be used for: The requested funds will again be used to support the direct service needs of children referred for developmental instruction services. Children on the autism spectrum need an increased level of intervention to promote the best possible outcomes. Level funding will assist us to maintain the current number of children served and allow us to expand the level of services for children when their multidisciplinary team recommends an increased level of intervention in order to promote the child's ability to maximize their long term developmental potential.

Direct Services Provided	Outputs	Results
<ul style="list-style-type: none"> Early Intervention Individual Sessions, Transition Workshops 	<ul style="list-style-type: none"> Provide instruction to approximately 100 children; 4,000 sessions/ hours of services. 4 workshops per year; 30 parents 	<ul style="list-style-type: none"> 90% of children will show improvement in their developmental progress as demonstrated in evaluations/ progress graphs
<ul style="list-style-type: none"> Develop Individual Family Support Plans & Plans of Care 	<ul style="list-style-type: none"> 420 IFSP's & Plans of Care to be developed & updated every 6 months 	<ul style="list-style-type: none"> Children will achieve at least 80% of outcomes/ goals on IFSP/ plans of care
<ul style="list-style-type: none"> Parent & child playgroups; Transition workshops for age 3 transition into ESE PreK or community childcare 	<ul style="list-style-type: none"> 20 events x 5 parents = 100 parents 	<ul style="list-style-type: none"> 85% of respondents will express that they have gained an increased ability to cope or care for their child
<ul style="list-style-type: none"> Physical, Occupational, & Speech Therapy services Track results of continuing service needs upon discharge Team consultations to review progress on goals & continuing service needs 	<ul style="list-style-type: none"> Provide therapy services to an equivalent of approx 200 children monthly & provide 9,350 sessions with an attendance rate of 85% or better. Tracking- document continuing needs for 100% of children discharged 	<ul style="list-style-type: none"> Demonstrated improvement in child's developmental progress and decreased need for services 30% of children discharged will require fewer services or no specialized services at all.
<ul style="list-style-type: none"> Complete annual developmental assessment on each child using the Battelle Developmental Inventory II. Chart developmental progress on each child based upon assessment results 	<ul style="list-style-type: none"> 408 children/ evaluations 	<ul style="list-style-type: none"> 90% of children will show improvement in their developmental progress as demonstrated in evaluations/ progress graphs.

Funding Recommendation:

	County
(2 Years Ago) 2009/10 Funding:	\$12,900
(Last Year) 2010/11 Funding:	\$12,900
2011/12 Funding Recommendation:	\$12,900

Human Services Appropriations Committee Comments:

- The Committee feels that this is an excellent program, which provides outstanding services to clients and provides prevention services that benefit the entire community.

Program: Mobile Pantries Program

Responsible Agency: Bay Area Food Bank

25 word description: Feeding America member distributing food through charitable organizations in Florida, Alabama and Mississippi Gulf Coast counties and providing food to children in enrichment programs.

What the funds will be used for: The funds will be used to conduct the Mobile Pantry Program. The food bank will distribute approximately 7500 pounds of food to pre-determined sites where Escambia County residents in need will have the opportunity to choose from a variety of grocery products including produce, bread, pastry, and frozen meat.

Direct Services Provided	Outputs	Results
<ul style="list-style-type: none"> Conduct mobile pantries in Escambia County to feed families at each distribution site. 	<ul style="list-style-type: none"> 100-125 families per site. (approxiamately 500 persons) will receive food from each distribution site. 	<ul style="list-style-type: none"> Providing Mobile Pantries will assist approximately 7000 Escambia County residents with nourishing food to empower them to better performance in both work and school activities

Funding Recommendation:

	County
(2 Years Ago) 2009/10 Funding:	\$5,000
(Last Year) 2010/11 Funding:	Did Not Apply
2011/12 Funding Recommendation:	\$9,000

Human Services Appropriations Committee Comments:

- The committee feels that this program is a very effective method of distributing food to a large number of families in need in Escambia County.
- BAFB will provide 24 mobile pantry sites throughout the county, distributing an average of 7,500 pounds of food to an average of 100 families per site.
- Funding is restricted to mobile pantry sites in Escambia County, FL and must be used to offset provider agencies' cost to host sites.
 - HSAC will provide \$375 per site, provided that BAFB charge host agencies \$0.05 per pound rather than the typical \$0.10 per pound.
 - \$9,000 will help fund 24 mobile pantry sites to provide food free of charge to at least 2,400 families.

Program: Mentoring Children of Prisoners

Responsible Agency: Big Brothers Big Sisters of Northwest Florida

25 word description: Program is designed to match children who have one or both parents incarcerated in federal, state, or local prison with an adult mentor.

What the funds will be used for: Funds would be used again to match children in a one-to-one relationship with a mentor who have one or both parents incarcerated in federal, state, or local prison / jail. Goal will again be used to serve 10 children / 30 people (Child, Parent/Guardian, & Volunteer) .

Direct Services Provided	Outputs	Results
<ul style="list-style-type: none"> One-to-one and group mentoring for youth 	<ul style="list-style-type: none"> 10 youth served in a mentoring relationship - 30 people affected (Children, Parent/Guardian, & Volunteer) 	<ul style="list-style-type: none"> Youth serve as productive community citizens
<ul style="list-style-type: none"> Educational match development with an emphasis on reading 	<ul style="list-style-type: none"> 10 children / youth reading weekly with support from mentor. 	<ul style="list-style-type: none"> 100% of youth enrolled in school; 80% will not be suspended; 90% will be promoted to the next grade level.
<ul style="list-style-type: none"> 10 youth develop mastery of a new skill through giving back to others 	<ul style="list-style-type: none"> one community service project completed 	<ul style="list-style-type: none"> Youth develop an increased care and concern for his/her community

Funding Recommendation:

	<u>County</u>
(2 Years Ago) 2009/10 Funding:	\$4,800
(Last Year) 2010/11 Funding:	\$10,000
2011/12 Funding Recommendation:	\$1,750

Human Services Appropriations Committee Comments:

- Funding is intended to provide security checks for prospective volunteers in the Mentoring Children of Prisoners program.

Program: Academic Remediation/Enhancement Program

Responsible Agency: Boys & Girls Club

25 word description: Our Youth Program focuses on education, career development, character, and healthy lifestyles. Programs include homework assistance, family support, leadership development, and post high school goal-setting

What the funds will be used for: The requested funds will be used to provide programming to include our Power Hour: Making Minutes Count a homework completion program, Passport to Manhood a character building program geared toward young men, SMART Moves a substance use prevention program with emphasis on self-esteem, Triple Play for Mind, Body, and Soul, dance, music, art, and athletics.

Direct Services Provided	Outputs	Results
<ul style="list-style-type: none"> Preparing members for the college process from application through matriculation. 	<ul style="list-style-type: none"> At least 18 weeks of sessions, however ongoing. 	<ul style="list-style-type: none"> 98% graduation rate with expectation to pursue post secondary education.
<ul style="list-style-type: none"> Provide members with Character Building Activities. Ex. Community Service, Leadership, Self Esteem, Drug and Alcohol Prevention 	<ul style="list-style-type: none"> Two 9 week sessions 30 youth served 	<ul style="list-style-type: none"> 85% of actively participating members will take steps to build interpersonal traits.
<ul style="list-style-type: none"> Provide health and recreation classes. Ex. Fitness Classes, like Zumba, Team Sports, Nutrition Classes 	<ul style="list-style-type: none"> Two 9 week sessions, 100 members served 	<ul style="list-style-type: none"> 90% of actively participating members will learn how to make healthy decisions.
<ul style="list-style-type: none"> Provide Career Launch classes that provide instruction on writing resumes, interview skills, job search, and skill assessment. 	<ul style="list-style-type: none"> 35 members served, 9 weeks of sessions 	<ul style="list-style-type: none"> 100% of actively participating members will learn basic job ready skills.

Funding Recommendation:

	<u>County</u>
(2 Years Ago) 2009/10 Funding:	\$5,000
(Last Year) 2010/11 Funding:	\$4,800
2011/12 Funding Recommendation:	\$4,800

Human Services Appropriations Committee Comments:

- The committee feels that this program provides a valuable service to children in a specific geographic area in Escambia County.

Agency: BRACE

Program: Emergency Preparedness, Response, Recovery & Mitigation

	<u>County</u>
(2 Years Ago) 2008/09 Funding:	\$0
(Last Year) 2009/10 Funding:	NA
2010/11 Funding Recommendation:	\$0

Human Services Appropriations Committee Comments:

- While the committee supports the services that the organization provides and believes that the organization provides a valuable preparedness and mitigation service to Escambia County, the HSAC is directing funds this year to primarily economic hardship and immediate health & human service needs.
- The organization has a well structured, viable plan for funding sources and is well positioned for sustained funding in the future.

Program: Alcohol & Substance Abuse Prevention Education and Awareness Services

Responsible Agency: Community Drug and Alcohol Council

25 word description: A systematic approach to educate, provide community awareness and build skills that strengthen families, neighborhoods and develop healthy, productive, drug abuse and violence free lives.

What the funds will be used for: We propose to replicate the 2010-2011 programming by collaborating with 3 to 5 community-based organizations to reach high risk parents at a time of their commitment to positive behavior changes. We will also provide Savvy Parent, Savvy Teacher and community speaking forums to any group seeking local alcohol, tobacco and other drug use data and science-based prevention strategies. We will also include environmental prevention strategies on educating community members on the need to reduce underage drinking.

Direct Services Provided	Outputs	Results
<ul style="list-style-type: none"> In collaboration with community partners such as Waterfront Mission, Pathways for Change, WRAP (Escambia County Women Jail), provide evidence-based parenting programs to high risk parents. 	<ul style="list-style-type: none"> Provide 8 offerings with 8 to 12 sessions each (depending on curriculum) serving 55 at-risk families 	<ul style="list-style-type: none"> Parents will develop improved parenting skills leading to improved family management. Parents that have improved management skills can equate to increased youth academic performances.
<ul style="list-style-type: none"> Continue to provide educational services to increase knowledge and awareness on the prevention of alcohol, underage drinking, tobacco and other drugs misuse and abuse. 	<ul style="list-style-type: none"> Provide a minimum of 15 Savvy Parent, Savvy Teacher and Community speaking engagement forums in Escambia County and the City of Pensacola. These forums will serve all residents. 	<ul style="list-style-type: none"> Parents and other adults will increase their skills, knowledge and awareness on the prevention of alcohol, underage drinking, tobacco and other drugs. Participates will also learn important resiliency strategies.
<ul style="list-style-type: none"> Provide environmental public awareness and educational material on "Parents Who Host Lose the Most...Don't be a Party to Teenage Drinking" through media outlets and educational material. 	<ul style="list-style-type: none"> Run PSA's on 2 radio stations in April to target prevention messages around Prom and Graduation time. Provide public awareness message on Fox 10's web banner. Provide a minimum of 300 educational material. 	<ul style="list-style-type: none"> Parents and community members will improve their knowledge on the risks of underage drinking, the financial hardship and the Florida law about providing alcohol to minors.

Funding Recommendation:

	<u>County</u>
(2 Years Ago) 2009/10 Funding:	\$4,400
(Last Year) 2010/11 Funding:	\$4,500
2011/12 Funding Recommendation:	\$2,500

Human Services Appropriations Committee Comments:

- The committee feels that the agency is presenting the same basic prevention services program as in years past, and fears that the program is not addressing current, relevant drug & alcohol problems faced by the community today.
- The committee believes that the program is not being proactive and is not combating today's drug & alcohol problems.
- While the committee feels that the program is not being proactive, funding is recommended with the understanding that CDAC re-evaluate their programs and address the current, relevant drug alcohol problems. It is understood by the committee that future funding for this organization may be contingent on this re-evaluation.

Program: Avoidance of Premature Institutionalization of the Elderly

Responsible Agency: Council On Aging

25 word description: Through a continuum of direct home/community based services, the Council on Aging of West Florida assists adults age 60+ to function independently in their own home versus expensive premature institutionalization.

What the funds will be used for: HSAC funds will be used as local match for state/federally funded program as listed in Question 2. HSAC will enable the Council on Aging of West Florida, Inc. to assist in the provision of adult home and facility based services to more than 2,000 elderly individuals residing in Escambia County, FL. Any amount of funding received will benefit elders by allowing the preservation and expansion of services to those who are high-risk assessed consumers in danger of nursing home placement if services are not received.

Direct Services Provided	Outputs	Results
<ul style="list-style-type: none"> Meals are ordered, picked up at distribution points, and delivered to clients in their home by volunteers & paid drivers 	<ul style="list-style-type: none"> 600+ consumers receive 100,000+ meals delivered to their home 	<ul style="list-style-type: none"> Improved Nutritional Status as consumers are provided meals on a more frequent basis. 90% of program participants indicate the number of meals they receive are accurate and meet their basic needs.
<ul style="list-style-type: none"> Adult Protective Service referrals are received and services are coordinated by a qualified case manager 	<ul style="list-style-type: none"> 20+ Adult Protective Services referred consumers are served annually 	<ul style="list-style-type: none"> Consumers are no longer in danger of institutional placement & are free from harm. 97% of Adult Protective Services referred consumers in need of immediate service to prevent further harm are served within 72 hours of referral.
<ul style="list-style-type: none"> Social services staff members screen individuals for program eligibility by assessing needs using the State of Florida assessment process 	<ul style="list-style-type: none"> 60+ new consumers are assessed annually based on funding availability 	<ul style="list-style-type: none"> Consumers gain assistance with activities necessary for daily living such as eating, bathing, dressing, toileting, etc. 63% of new consumers assessed will maintain/improved their Activities of Daily Living (ADL) score at reassessment.
<ul style="list-style-type: none"> Social Services staff members interview family/caregivers who are providing care in regard to their ability to continue to provide care for a loved one at home 	<ul style="list-style-type: none"> 100 family/caregivers interviewed annually 	<ul style="list-style-type: none"> Improved/maintained ability of a family member/caregiver to care for a loved one in their home environment. 90% of elders' caregivers whose ability to provide care is maintained or improved at the time of reassessment as determined by the caregiver and/or assessor.

Funding Recommendation:

	<u>County</u>
(2 Years Ago) 2009/10 Funding:	\$25,000
(Last Year) 2010/11 Funding:	\$25,000
2011/12 Funding Recommendation:	\$25,000

Human Services Appropriations Committee Comments:

- The Committee feels that this is an excellent program, which provides outstanding services to clients. The program provides a substantial impact for the entire county with the Meals on Wheels program and congregate meal sites.
- A \$9:\$1 match in federal funds draws \$225,000 to Escambia County with the \$25,000 in local funds from the HSAC.

Program Name: Client Assistance Program

Responsible Agency: Deaf & Hard of Hearing Services of NW Florida

25 word description: Provides client assistance and community training in utilizing programs and services to help deaf or hard of hearing citizens achieve independence and improve financial situation.

What the funds will be used for: Funds will be used to provide direct client assistance for the deaf/hard of hearing individuals, their families, and other agencies in Escambia County. Services include (but not limited to) explaining important documents (lease agreements, court documents, social security); information and referral (community resources); Crisis Intervention Training to law enforcement/other professionals. Supported Employment services include securing employment, providing independence, improved financial situation, and educate employers, employees, and others who interact with the deaf.

Direct Services Provided	Outputs	Results
• Client assistance/advocacy	• 600 clients at 600 hours per year	• People served receive assistance in overcoming language and communication barriers and accessing public and private resources and services. 75% of clients will receive direct assistance through advocacy, information & referral, and crisis intervention.
• Prevention/Education services. Crisis Intervention Training	• 175 clients at 350 hours per year	• Law enforcement, businesses and agencies improving interactions with deaf/hard of hearing via in-service trainings, presentations and printed materials. 80% of attendees utilize training techniques when interacting with deaf citizens in public, eliminating communication barriers and reducing crisis situations.
• Employment Training through the Supported Employment Program	• 7 clients served at 336 hours of job development / follow along.	• Clients receive assistance in overcoming communication barriers and develop self-empowerment in seeking employment and educating prospective employers on issues of the deaf. 75% of the clients who receive job coaching services will become employed and their employers will have increased awareness in hiring members of the deaf community.

Funding Recommendation:

	County
(2 Years Ago) 2009/10 Funding:	\$5,000
(Last Year) 2010/11 Funding:	\$5,000
2011/12 Funding Recommendation:	\$5,000

Human Services Appropriations Committee Comments:

- The Committee feels that this is an excellent program, which provides outstanding services to clients who are in need of specialized services.
- The committee suggests that DHHS request law enforcement agencies to pay for training services provided by DHHS.

Program: Sexual/Physical Abuse Treatment Program

Responsible Agency: Lutheran Services Florida

25 word description: Sexual/physical abuse treatment services for child victims and their families, to reduce the trauma surrounding the abuse and to prevent the recurrence of sexual abuse

What the funds will be used for: Rent for therapist's office space, located on-site at the Gulf Coast Kids House Child Advocacy Center.

Direct Services Provided	Outputs	Results
<ul style="list-style-type: none"> Screening, In-depth Assessment -GAF scores, Treatment Planning--updated every 3 months, Standardized testing and behavior checklists. 	<p>Serve 150 children and 90 non-offending caregivers (NOC)</p> <p>Provide 12 indiv sessions wkly</p>	<ul style="list-style-type: none"> Establish rapport and clarity of treatment goals. 75% of clients complete the assessment process to gain clarity of the treatment program and receive appropriate referrals.
<ul style="list-style-type: none"> Trauma Focused Cognitive Behavioral Therapy, Play Therapy, Trauma Narratives for children, Protective Clarification for parents, Individual, Group, and Family Therapy. 	<p>Provide 5 group sessions weekly</p> <p>Provide 3 family sessions weekly</p> <p>Provide 3 NOC groups weekly</p> <p>33% of treatment hours will be provided to NOCs.</p>	<ul style="list-style-type: none"> Reduce the neg effects of abuse and prevent reabuse. Increase awareness of abuse dynamics and increase parents' ability to establish a safe environment for their child. Increase parents' ability to effectively parent after the disclosure of abuse. % of youth report/demonstrate reduction of negative effects of abuse after 3 months of participating in treatment. 75% of NOCs report/demonstrate better ability to parent and establish safety in their home after 3 mths in treatment.
<ul style="list-style-type: none"> Advocate on behalf of clients, including treatment updates, recommendation letters to case workers, court reports, depositions and court testimony. Participation in Multidisciplinary Review Team Meetings. 	<p>4 court appearances per year</p> <p>10 subpoenas/depositions per year</p> <p>Monthly progress reports and written recommendations as requested.</p> <p>2 - 6 presentations per year</p>	<ul style="list-style-type: none"> Coordinate support/advocacy for appropriate safety and supervision for children. S/PATP will provide court testimony, case deposition or written recommendation for 30 cases.
<ul style="list-style-type: none"> Community Presentations on Awareness and Prevention Education 	<p>Average of 10 participants per presentation</p>	<ul style="list-style-type: none"> Increase awareness of sexual/physical abuse dynamics and treatment. 75% of presentation participants have increased knowledge or awareness.

Funding Recommendation:

	<u>County</u>
(2 Years Ago) 2009/10 Funding:	\$6,000
(Last Year) 2010/11 Funding:	\$6,800
2011/12 Funding Recommendation:	\$6,800

Human Services Appropriations Committee Comments:

- Other funding sources for this program are restrictive and prohibit the use of funds for non-counseling services. This funding is critical for the program in order to stay in the Child Advocacy Center.
- If HSAC funds are available next year, the committee suggests LSF request funds for direct services provided to clients, rather than for rent.
- The committee suggests that LSF seek other revenue sources for rent, or negotiate a lower rent at the GCKH.

Agency: Milk & Honey Outreach
Program: GEMS (Girls Embracing a More Excellent Way)

25 word description: A behavior modification program serving 20 preteen and teenage girls, 10-17, from low-income neighborhoods with a high incidence of violence, crime, and illegal drug use.

What the funds will be used for: Funding will be used to cover 100% of costs associated with a 12-month behavior modification program including an annual city-wide winter conference. Conference is Saturday, December 3, 2011 and is designed to promote awareness of the positive messages about the many accomplishments of low-income inner-city girls in the immediate community and surrounding areas. Funding is for registration, speaker fees for conference/programs throughout the year, printing of posters/program materials, transportation, and food.

Direct Services Provided	Outputs	Results
<ul style="list-style-type: none"> Provide workshops for girls ages 10-17 that will give them positive alternatives to sexual activity 	# of participants: 60 # of sessions: 23	<ul style="list-style-type: none"> Increase knowledge of benefits of sexual abstinence. Increase their responsibility as a Role Model and mentor to other females. 100% of girls will show an increased knowledge on sexual awareness. 100% of girls will share their knowledge of sexual awareness with other female classmates and friends.
<ul style="list-style-type: none"> Provide homework & tutoring assistance 	# of participants: 60 # of sessions: 12	<ul style="list-style-type: none"> 20% of girls will improve grades. 30% of girls will show an increase in school and program participation.
<ul style="list-style-type: none"> Provide mental health professionals, physical fitness training at gym, and provide private/group counseling and case management services. 	# of participants: 60 # of sessions: 32	<ul style="list-style-type: none"> Youth will improve academic performance as a result of completion of Facilitator's Guide for Success for Teens. 100% of girls will have an evaluation and mental health assessment by the counselors, and will complete a pre & post test.
<ul style="list-style-type: none"> Provide self-esteem and abstinence training and provide career education trips and guest speakers. 	# of participants: 60 # of sessions: 12	<ul style="list-style-type: none"> Youth will have the skills necessary to complete the program and meet the requirements of the celebratory ending conference. 100% of girls will have new knowledge and a change in attitudes and values.

Funding Recommendation:

	<u>County</u>
(2 Years Ago) 2009/10 Funding:	\$1,500
(Last Year) 2010/11 Funding:	\$0
2011/12 Funding Recommendation:	\$1,500

Human Services Appropriations Committee Comments:

- Funding is restricted to use for the 12-month GEMS program.
- Funding should not be used for the one-day conference.
- Agency must provide quarterly reports to the Human Services Appropriations Committee detailing use of funds

Program: New Beginnings Recovery Homes for Women

Responsible Agency: New Beginnings Group, Inc.

25 word description: Housing,nutrition,support,fellowship,counseling & related recovery servces to foster & promote growth, healing & restoration of meaningful,productive & spiritual lives & return to mainstream living--absent reliance on drugs & alcohol..

What the funds will be used for: Continuation of enumerated items immediately above, that is, toward: Certified Addictions Professional Counseling, Live-in General Manager, Asst Manager, Grocery & Drygoods. It is noteworthy to add that these expenses represent extreme "discounts" from market rates that one would find outside the confines of our organizational structure.

Direct Services Provided	Outputs	Results
<ul style="list-style-type: none"> Provide all housing, utilities, food & amenities for women committed to recovery from substance abuse including financial assistance, advancements & waivers where appropriate. 	Up to 8,030 Nights shelter, 24,090 Meals served/available; All utilities provided: electric, gas, water, sewer, trash, phone, cable, newspaper, internet & laundry facility	<ul style="list-style-type: none"> All daily and fundamental living needs are met and vastly improved for those women residing in the Program up to 22 women in residence. Abstinence from alcohol/drug dependency 100% complete provision of all housing, food and shelter, plus all amenities for up to 22 women on any given day amounting to approx 60 clients annually with approx. 100% client satisfaction
<ul style="list-style-type: none"> Intensive 1-on-1 advocacy participation in monitoring, facilitating & f/up of every aspect of client's residency, incl. educ., counseling, legal, medical, lifeskills, employment, family, etc. 	10,400 hours invested in case mngmnt; 100% compliance educational assignm'ts, counseling participation, employment, vocational pursuits, legal/medical needs, family matters, access to transportation, service work completed	<ul style="list-style-type: none"> Increased employment and local tax base; transportation ind.; voc. advancement; resolution of legal & medical; enhancement of family relationships; community involvement, life-skills, financial responsibility. 100% employment goals met; participation in VocRehab; 100%transportation access; resolution of as many as 35 legal and 42 medical issues; 100% goal of continual family intervention conf's with every client's family/significant others
<ul style="list-style-type: none"> Provide access to licensed prof. counseling and psych. care (individ., group, and family) as well as spiritual and vocational pursuits. 	1,144--Licensed ind. counseling sessions 4,576--Group counseling sessions 958--Family counseling sessions 300+ vocational counseling sessions 9,152 additional hours of Fellowship, meetings, and AA/NA Sponsorship	<ul style="list-style-type: none"> Exploration, addressing, and resolution of core root causes of addictive lifestyles, and methods for relapse prevention for healthier life-skills, more productive employment & better family relationships. 100% immediate attention to psychological and psychiatric needs, counseling sessions, family interaction.
<ul style="list-style-type: none"> Group Activity and Fellowship. Conduct House Meetings, individ mentoring sessions, peer pressure encouragements, accountability, facilitation of AA/NA with Sponsor; weekly assignments/exercises. 	Daily monitoring of up to 22 individual client's progress with positive and negative feedback as appropriate; guidance and advice from those who have succeeded through early recovery; insistence for social interaction and expansion of social circles with similar peers in recovery.	<ul style="list-style-type: none"> 100% Fellowship sponsor within 7 days; 100% completion of appropriate 12-step work Increased responsibility and personal accountability for one's current circumstances and encouragement to improve and develop healthy lifestyle. 100% clients improved positive (commendable and observable) behaviors within 1 month of residency. 93% total abstinence drugs/alcohol; 96% successful completion of Program based on client's initial commitment (clients 3 months or more)

Funding Recommendation:

	County
(2 Years Ago) 2009/10 Funding:	\$7,500
(Last Year) 2010/11 Funding:	\$3,000
2011/12 Funding Recommendation:	\$5,000

Human Services Appropriations Committee Comments:

- The program is viable and provides a safe, stable environment and helps clients to become productive citizens.

Agency: NWF Legal Services
Program: Domestic Violence Program

25 word description: Northwest Florida Legal Services was established in 1978 as a non-profit corporation providing legal assistance to low income and elderly residents in our community.

What the funds will be used for: We will again provide legal assistance to victims of domestic violence by representing them in court proceedings to obtain a protective order. We will also provide legal advice to victims regarding their rights and their children's rights to protection from domestic violence and make referrals for emergency shelter and counseling where needed.

Direct Services Provided	Outputs	Results
<ul style="list-style-type: none"> Provide legal representation to victims in domestic violence injunction hearings. 	<ul style="list-style-type: none"> 25 clients served 	<ul style="list-style-type: none"> Client remains free from domestic violence Client is able to achieve greater financial stability, able to maintain affordable and safe housing.
<ul style="list-style-type: none"> provide legal advice regarding the protections against domestic violence available under Florida law. 	<ul style="list-style-type: none"> 10 clients served 	<ul style="list-style-type: none"> Client is educated regarding legal options available to escape domestic violence. Client is aware of options available. Client avoids further violence.
<ul style="list-style-type: none"> Advise clients of other services available for emergency shelter, counseling and relocation funds. 	<ul style="list-style-type: none"> 10 clients served 	<ul style="list-style-type: none"> Client is aware of resources available to escape domestic violence. Client avoids further violence.

Funding Recommendation:

	<u>County</u>
(2 Years Ago) 2009/10 Funding:	Did Not Apply
(Last Year) 2010/11 Funding:	\$2,500
2011/12 Funding Recommendation:	\$2,500

Human Services Appropriations Committee Comments:

- This program serves an immediate health and human service need to a client population in need of assistance.
- \$4:\$1 match draws down \$10,000 from VOCA (Victims of Crime Act) to the community for the DV program.

Program: Direct Emergency Assistance for Local Working Poor

Responsible Agency: The Salvation Army

25 word description: To meet the short term emergency needs of persons that have been employed and experiencing a financial hardship that may cause a more costly expense.

What the funds will be used for: The funds this agency is requesting for the proposed funding year will be used to continue to address the short term needs of individuals and families that are employed and experiencing a financial hardship.

Direct Services Provided	Outputs	Results
• Telephone screening	• Number of client requests-52	<ul style="list-style-type: none"> • Client receives an office interview or referral. • 100% of participants receive direct assistance or referral that will meet their short term need.
• Case Management	<ul style="list-style-type: none"> • number of cases served-35 • number of persons-133 	<ul style="list-style-type: none"> • Clients to better understand basic needs and cause of financial hardship. • Client is able to identify other services to fulfill short term needs. • 100% of clients attend life skills classes and maintain a six month budget.
• Financial/Short term assistance	• number of requests funded-35	<ul style="list-style-type: none"> • Client's short term financial need is met and they are able to remain in their current residence with active utilities for a period of thirty days. • 100% of client's not seeking assistance in a twelve month period.
• Life Skills Enrichment classes	• number of classes taught-48	<ul style="list-style-type: none"> • Client's complete the financial goals they establish for their household. • 80% of participants attending classes complete at least one goal in twelve months.

Funding Recommendation:

	<u>County</u>
(2 Years Ago) 2009/10 Funding:	\$7,000
(Last Year) 2010/11 Funding:	\$7,000
2011/12 Funding Recommendation:	\$7,000

Human Services Appropriations Committee Comments:

- The program provides a holistic approach of financial education and money management that all families need.
- The program holds clients accountable for their financial progress and provides the tools necessary for families to gain or re-gain economic self-sufficiency.

Program: Therapy and Assistive Devices for those with Speech or Hearing Deficiencies

Responsible Agency: Speech and Hearing Board through Baptist Health Care Foundation

25 word description: The Speech & Hearing Board provides financial support for speech and hearing diagnosis and treatment to those unable to afford help.

What the funds will be used for: The Speech & Hearing Board will assist clients to rehabilitate speech/language and swallowing skills following strokes, brain injuries or other neurological accidents and we will assess clients' hearing to determine the need for hearing aids. These services help improve the quality of life for our clients and help some return to the workplace.

Direct Services Provided	Outputs	Results
<ul style="list-style-type: none"> Provide funding for speech and hearing screenings 	<ul style="list-style-type: none"> 50 speech and hearing screenings 	<ul style="list-style-type: none"> Screenings will identify children and adults in need of speech and hearing services.
<ul style="list-style-type: none"> Provide funding for evaluations for clients with speech, language, swallowing and hearing difficulties. 	<ul style="list-style-type: none"> 50 evaluations 	<ul style="list-style-type: none"> Evaluations will identify adults and children with speech, language and swallowing disorders and hearing difficulties and will help determine the need for treatment.
<ul style="list-style-type: none"> Provide funding for therapy services for clients identified with speech, language and swallowing disorders. 	<ul style="list-style-type: none"> 360 therapy sessions to clients. 	<ul style="list-style-type: none"> Sessions will be provided to both children and adults to assist in improvement of speech, language and swallowing disorders in order to improve overall quality of life.
<ul style="list-style-type: none"> Provide public awareness campaign regarding speech and hearing issues. 	<ul style="list-style-type: none"> Address 7 civic organizations regarding the community needs of the speech & hearing impaired. Continue to partner with agencies and continue distribution of Milestone Flyers both in paper and electronically. 	<ul style="list-style-type: none"> Increased public awareness of speech and hearing needs in Escambia County.

Funding Recommendation:

	<u>County</u>
(2 Years Ago) 2009/10 Funding:	\$1,000
(Last Year) 2010/11 Funding:	\$4,000
2011/12 Funding Recommendation:	\$5,000

Human Services Appropriations Committee Comments:

- The committee feels that this program provides an invaluable service to the citizens of Escambia County.

Available: \$0 CITY OF PENSACOLA				Human Services Appropriations Committee City / County Funding		Available: \$95,250 ESCAMBIA COUNTY					
2006/07 Actual	2007/08 Actual	2008/09 Actual	2009/10 Actual	AGENCY REQUESTING	2011/12 Recomm.	2011/12 Requested	2010/11 Actual	2009/10 Actual	2008/09 Actual	2007/08 Actual	2006/07 Actual
\$ 10,000	\$ 11,300	\$ 9,300	\$ 4,300	American Red Cross	\$ 6,500	\$ 10,000	\$ 10,000	\$ 7,300	\$ 7,300	\$ 7,300	\$ 10,000
11,000	11,000	9,000	4,000	ARC Gateway	\$ 12,900	12,900	12,900	12,900	12,900	12,900	12,900
	3,500	5,000	2,500	Bay Area Food Bank	\$ 9,000	10,000	Did not apply	5,000	5,000	3,500	
	3,000	2,500	1,200	Big Brothers/Big Sisters	\$ 1,750	10,000	10,000	4,800	3,500	3,000	
10,000	8,000	6,500	3,000	Boys & Girls Club	\$ 4,800	10,000	4,800	5,000	3,300	3,300	5,000
				BRACE	\$ -	10,000	0				
5,000	5,000	4,100	1,900	Community Drug & Alcohol Council	\$ 2,500	4,500	4,500	4,400	6,100	6,100	7,800
*	*	*	*	Council on Aging	\$ 25,000	25,000	25,000	25,000	25,000	25,000	60,100
2,500	2,500	2,000	1,000	Deaf & Hard of Hearing Services	\$ 5,000	8,500	5,000	5,000	5,000	5,000	5,000
7,500	7,500	6,200	3,000	Lutheran Services - Sexual Abuse Treatment	\$ 6,800	7,700	6,800	6,000	7,700	7,500	7,500
5,500	5,500	4,500	2,100	Milk & Honey Outreach	\$ 1,500	5,000	0	1,500	1,500	1,500	
3,000	5,000	5,000	2,500	New Beginnings Recovery Homes	\$ 5,000	5,000	3,000	7,500	5,000	5,000	2,500
				NWF Legal Services	\$ 2,500	5,000	2,500				
17,000	10,000	5,000	2,300	Salvation Army - Working Poor	\$ 7,000	7,000	7,000	7,000	5,000	6,100	12,000
5,000	4,000	3,300	1,000	Speech & Hearing Board	\$ 5,000	5,000	4,000	1,000	2,000	2,000	4,000
\$ 100,000	\$ 79,300	\$ 65,000	\$ 30,000	GRAND TOTALS	\$ 95,250	\$ 135,600	\$ 95,500	\$ 95,500	\$ 95,500	\$ 95,500	\$ 148,000

* City of Pensacola Housing Department provides Council on Aging \$61,000 for FY 2011 through CDBG.

Available: \$0 CITY OF PENSACOLA				Human Services Appropriations Committee City / County Funding		Available: \$95,250 ESCAMBIA COUNTY					
2006/07 Actual	2007/08 Actual	2008/09 Actual	2009/10 Actual	AGENCY REQUESTING	2011/12 Recomm.	2011/12 Requested	2010/11 Actual	2009/10 Actual	2008/09 Actual	2007/08 Actual	2006/07 Actual
\$ 10,000	\$ 11,300	\$ 9,300	\$ 4,300	American Red Cross	\$ 6,500	\$ 10,000	\$ 10,000	\$ 7,300	\$ 7,300	\$ 7,300	\$ 10,000
11,000	11,000	9,000	4,000	ARC Gateway	\$ 12,900	12,900	12,900	12,900	12,900	12,900	12,900
	3,500	5,000	2,500	Bay Area Food Bank	\$ 9,000	10,000	Did not apply	5,000	5,000	3,500	
	3,000	2,500	1,200	Big Brothers/Big Sisters	\$ 1,750	10,000	10,000	4,800	3,500	3,000	
10,000	8,000	6,500	3,000	Boys & Girls Club	\$ 4,800	10,000	4,800	5,000	3,300	3,300	5,000
				BRACE	\$ -	10,000	0				
5,000	5,000	4,100	1,900	Community Drug & Alcohol Council	\$ 2,500	4,500	4,500	4,400	6,100	6,100	7,800
*	*	*	*	Council on Aging	\$ 25,000	25,000	25,000	25,000	25,000	25,000	60,100
2,500	2,500	2,000	1,000	Deaf & Hard of Hearing Services	\$ 5,000	8,500	5,000	5,000	5,000	5,000	5,000
7,500	7,500	6,200	3,000	Lutheran Services - Sexual Abuse Treatment	\$ 6,800	7,700	6,800	6,000	7,700	7,500	7,500
5,500	5,500	4,500	2,100	Milk & Honey Outreach	\$ 1,500	5,000	0	1,500	1,500	1,500	
3,000	5,000	5,000	2,500	New Beginnings Recovery Homes	\$ 5,000	5,000	3,000	7,500	5,000	5,000	2,500
				NWF Legal Services	\$ 2,500	5,000	2,500				
17,000	10,000	5,000	2,300	Salvation Army - Working Poor	\$ 7,000	7,000	7,000	7,000	5,000	6,100	12,000
5,000	4,000	3,300	1,000	Speech & Hearing Board	\$ 5,000	5,000	4,000	1,000	2,000	2,000	4,000
\$ 100,000	\$ 79,300	\$ 65,000	\$ 30,000	GRAND TOTALS	\$ 95,250	\$ 135,600	\$ 95,500	\$ 95,500	\$ 95,500	\$ 95,500	\$ 148,000

* City of Pensacola Housing Department provides Council on Aging \$61,000 for FY 2011 through CDBG.

Deana E. Stallworth

Subject: FW: HSAC Legal Notice

From: Rob Engel [<mailto:rengel@unitedwayescambia.org>]

Sent: Wednesday, December 14, 2011 2:51 PM

To: Valerie C. Jones

Cc: Yvette McLellan

Subject: HSAC Legal Notice

Good Afternoon Valerie,

Thank you for following up with me regarding the HSAC report.

Regarding the allocation of \$95,250 rather than the budgeted \$95,500: at the initial HSAC planning session on October 26th, the committee voted to pay for the legal ad out of the funding amount provided by Escambia County. The committee did approach the county's budget office in early October to request payment of the ad by the county, but the budget office instructed us to take it from the \$95,500.

Below is a copy of the legal ad.

For Legal Notice Placement: Pensacola News Journal: Sunday October 2, 2011

Legal Notice

The Human Services Appropriations Committee, on behalf of the Escambia County Board of County Commissioners, is accepting requests for funding for agencies and organizations to provide health and human services to local residents.

Funding is expected to provide enhancement or expansion for specific services. Neither operational nor capital funding requests can be considered. All applying organizations must be certified through United Way of Escambia County. Application for certification and funding request may be made simultaneously.

Completion of both a written application and a verbal presentation are required. All requests will be reviewed by the Health and Human Services Appropriations Committee, all volunteers from the community. Individual funding recommendations will be made directly to the Board of County Commissioners for their final approval.

Request form applications are available on disc or hard copy at the United Way of Escambia County, 1301 West Government Street, Pensacola, Florida, 32502.

Request form applications are available for download on United Way's web site. Go to <http://unitedwayescambia.org> and click on:

2011/12 Human Services Appropriations Application for Program Support to download the files.

Applications must be submitted to United Way by November 2, 2011. For more information call 444-7140 or 434-3157.

Rob Engel

Director of Allocation Services

United Way of Escambia County


1301 W. Government St.

Pensacola, FL 32502

(850) 444-7140 direct

(850) 444-7117 fax

<http://unitedwayescambia.org>

 facebook.com/unitedwayescambia

GIVE | ADVOCATE | VOLUNTEER | LIVE UNITED™



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1914

County Administrator's Report Item #: 11. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: Public Transportation Supplemental JPA No. 1 for FY 2011-2012 Urban Corridor Project Funding to Escambia County Area Transit (ECAT)

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Public Transportation Supplemental Joint Participation Agreement Number 1, Providing Fiscal Year 2011-2012 Davis Highway Urban Corridor Project Funding to Escambia County Area Transit - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning Public Transportation Supplemental Joint Participation Agreement (JPA) Number 1 for Project Number 422260184, providing Fiscal Year 2011-2012 Urban Corridor Project Funding to Escambia County Area Transit (ECAT):

- A. Approve the Public Transportation Supplemental JPA Number 1 for Project Number 422260184, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$475,000, of Fiscal Year 2011-2012 funding, to Escambia County Area Transit for the Davis Highway Urban Corridor Project;
- B. Adopt the Resolution authorizing the application and acceptance of these funds; and
- C. Ratify the Chairman's signature on the Supplemental JPA and authorize the Chairman to execute the Resolution, 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 original agreement was approved by the Board at the November 17, 2011 BCC meeting. The original agreement provided for \$350,000 in funding, and this supplemental agreement amends the amount of funding to \$475,000, representing an additional \$125,000 in FTA funding secured by ECAT.

With the Davis Highway north/south corridor considered as one of the most traffic congested in the Pensacola area, the Florida Department of Transportation has agreed to continue funding for the urban area corridor project to increase mass transit service in an effort to alleviate the current traffic congestion. The JPA will provide mass transit operations funding for ECAT in FY 2012. Funds are allocated to mass transit systems by FDOT 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 Supplemental 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 Supplemental 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.

Attachments

Resolution for Davis Highway Supplemental Joint Participation Agreement FY2012

Davis Highway Supplemental Joint Participation Agreement FY2012

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 FOR 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, Fla. Stat, and by the Federal Administration Act of 1964, as amended; and

WHEREAS, the Florida Department of Transportation has indicated a willingness to participate in Supplemental Joint Participation Agreement 422260184 providing \$475,000.00 in urban corridor funds for transit operating costs associated with ECAT's Urban Corridor project on Davis Highway route included in the Escambia County mass transit operation budget for FY 11/12.

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

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

Section 2. That the Board of County Commissioners approves the Supplemental Joint Participation Agreement 422260184 between the Florida Department of Transportation and Escambia County providing for urban corridor 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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Wilson B. Robertson, Chairman
BCC Approved _____

Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By: Ernie Lee Magaha
Title: Clerk
Date: 12/15/11

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 1

725-030-07
PUBLIC TRANSPORTATION
06/11
Page 1 of 4

Financial Project No.: 422260184 <small>(item-segment-phase-sequence)</small>	Fund: DDR Function: 680 Federal No.:	FLAIR Category: 088774 Object Code: 750013 Org. Code: 55032020329
Contract No.: AQH05	DUNS No.: 80-939-7102	Vendor No.: F596000598007
Catalog of Federal Domestic Assistance Number:	Catalog of State Financial Assistance Number: 55013	

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.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 23rd day of November, 2011, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$475,000.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended to continue to provide funding for the Urban Corridor project on Davis Highway in Escambia County. Project description remains the same.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased by \$125,000.00
bringing the revised total cost of the project to \$ 475,000.00.

Paragraph 4.00 of said Agreement is increased by \$125,000.00
bringing the Department's revised total cost of the project to \$ 475,000.00.

3.00 Amended Exhibits:

Exhibit(s) B of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement December 31st, 2012.

5.00 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. 422260184
Contract No. AQH05
Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated November 23rd 2011 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to 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

Wilson B. Robertson, Chairman

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Wilson B. Robertson

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

TITLE



ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: Coris Harris
DEPUTY CLERK

This document approved as to form and legal sufficiency.

By: [Signature]

Title: [Signature]

Date: 12/15/11

Financial Project No. 422260184
 Contract No. AQH05
 Agreement Date _____

**ATTACHMENT "A"
 SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Board of County Commissioners
221 Palafox Place, Pensacola, Florida 32502
 dated _____.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

To provide additional funding due to cost increases for the Urban Corridor project on Davis Highway. Project description remains the same.

I. Project Cost:	As Approved	As Amended	Net
	\$350,000.00	\$475,000.00	\$125,000.00
Total Project Cost	\$350,000.00	\$475,000.00	\$125,000.00
II. Fund	As Approved	As Amended	Net
Department:	\$350,000.00	\$475,000.00	\$125,000.00
Agency:	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total Project Cost	\$350,000.00	\$475,000.00	\$125,000.00

Comments:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1935

County Administrator's Report Item #: 11. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/05/2012

Issue: Authorization of Travel Expenses – Candidates for the Position of Division Manager - PIO and Division Manager - Building Official

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Authorization of Travel Expenses for Candidates for the Positions of Division Manager – Public Information and Communications and Division Manager – Building Official - Ron Sorrells, Human Resources Department Director

That the Board authorize up to \$5,000 for travel expenses for final candidates to travel to the County to be interviewed for the Division Manager – Public Information and Communications position and the Division Manager – Building Official position.

[Funding Source: General Fund (001), Cost Center 380201, Account 54001 and Building Inspections (406), Cost Center 250111, Account 54001]

BACKGROUND:

Approximately five to seven candidates will travel to Pensacola to be interviewed for the above mentioned positions. Travel expenses will include a one night hotel stay, meals, cab fare, parking, and airplane fare or mileage.

BUDGETARY IMPACT:

Up to \$5,000 depending on the number of candidates. Funding for travel is available in the following Cost Centers/Accounts: General Fund (001), Cost Center 380201, Account 54001, and Building Inspections (406), Cost Center 250111, Account 54001.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy of Out of County Travel, Section 1, Part C.4, as well as the provisions of Florida Statutes referenced in the Policy.

IMPLEMENTATION/COORDINATION:

The Human Resources Department is responsible for coordinating the travel and handling the payment of travel expenses through Accounts Payable.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1909

County Attorney's Report Item #: 11. 1.

BCC Regular Meeting

Action

Meeting Date: 01/05/2012

Issue: Resolution to Cancel Taxes on Property Owned by Escambia County Located at 2420 Delano Street

From: Stephen G. West, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution to Cancel Taxes on Property Owned by Escambia County Located at 2420 Delano Street

That the Board:

A. Adopt a Resolution to cancel taxes for 2011 on property owned by Escambia County, located at 2420 Delano Street; and

B. Authorize the Chairman to execute the Resolution.

BACKGROUND:

Escambia County purchased the subject property on December 7, 2011. A small portion of the property is held under a separate tax account number, and taxes attributed to that account were not satisfied at closing. The property will be used by the County for a public road and drainage infrastructure.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office prepared the attached Resolution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is consistent with Section 196.28, Florida Statutes.

IMPLEMENTATION/COORDINATION:

The County Attorney's Office will coordinate with the Tax Collector's Office upon adoption of the Resolution.

Attachments

Resolution to Cancel Taxes

Resolution R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, TO CANCEL TAXES ON A PARCEL OF PROPERTY OWNED BY ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 196.28, Florida Statutes, the Board of County Commissioners of Escambia County, Florida, has full power and authority to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or the State, upon lands heretofore or hereafter, conveyed to, or acquired by any agency, governmental subdivision or municipality of the state, or the United States for road purposes, defense purposes, recreation, reforestation or other public use; and

WHEREAS, the property described in the Warranty Deed recorded in Official Record Book 6794 at pages 205-207 of the public records of Escambia County were acquired by Escambia County and will be used for a public road and drainage infrastructure; and

WHEREAS, at the time of the acquisition taxes were owed on the property (Tax Account No. 05-2763-000), and the County accepted the property subject to taxes for 2011 and subsequent years;

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

- Section 1.** The foregoing recitals are true and correct and incorporated herein by reference.
- Section 2.** Taxes for the current and previous years in the face amounts shown below (and accrued interest, if any) are hereby cancelled:

Tax Account No. 05-2763-000

Taxes for 2012	as assessed
Taxes for 2011	\$89.62

- Section 3.** Upon receipt of a certified copy of this resolution, the proper officials are authorized, empowered and directed to make appropriate entries upon the records to accomplish the cancellation and discharge of any and all liens for taxes, delinquent or current,

held or owned by Escambia County upon the properties.

Section 4. This Resolution shall be effective upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Adopted this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.

By Schles
Title Asst. County Attorney
Date Dec. 16, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1913

County Attorney's Report Item #: 11. 2.

BCC Regular Meeting

Action

Meeting Date: 01/05/2012

Issue: Proposed Settlement of Roy M. Stallworth v. Escambia County Emergency Medical Services (Case No. 2011 CA 000341)

From: Charles V. Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Proposed Settlement of Roy M. Stallworth v. Escambia County Emergency Medical Services (Case No. 2011 CA 000341)

That the Board authorize a settlement in the case of *Roy M. Stallworth v. Escambia County Emergency Medical Services* (Case No. 2011 CA 000341) in which the County will pay to Mr. Stallworth the sum of \$17,500 in exchange for a General Release and Hold Harmless Agreement in favor of Escambia County and dismissal with prejudice of the pending lawsuit.

BACKGROUND:

Roy M. Stallworth filed a lawsuit against Escambia County Emergency Medical Services for personal injuries incurred from an automobile/EMS ambulance accident on Cervantes Street.

The attorney for Mr. Stallworth made an initial settlement demand of \$40,000. The recommended settlement of \$17,500 is substantially less than the settlement demand and is within the reasonable range of jury verdicts that could have been entered against the County for tort claims. The recommended settlement conforms to the settlement authority given by the Commissioners during the December 8, 2011 attorney-client session.

BUDGETARY IMPACT:

Funds for the settlement will be paid from the reserve account previously established with the Risk Management Division.

LEGAL CONSIDERATIONS/SIGN-OFF:

Charles V. Pepler, Deputy County Attorney, will prepare all documents necessary for settlement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County Attorney's Office will work with Risk Management to process the settlement documents upon approval by the Board.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1932

County Attorney's Report Item #: 11. 3.

BCC Regular Meeting

Action

Meeting Date: 01/05/2012

Issue: Surplus Sale of Real Property Located on the 1st Block of East Jordan Street

From: Stephen G. West, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Surplus Sale of Real Property Located on the 1st Block of East Jordan Street

That the Board rescind its authorization for the sale of real property located on the 1st Block of East Jordan Street (Account Number 13-2091-000, Reference Number 00-0S-00-9010-018-118) to the bidder with the highest offer received at or above the minimum bid of \$95.00, in accordance with Section 46.134 of the Escambia County Code of Ordinances and authorize the refund of the amount paid (\$315.00) by the highest bidder toward the purchase of the property.

BACKGROUND:

On July 21, 2011, the Board authorized the surplus and sale of the property, and Divine Word Radio, Inc., was the highest bidder at the subsequent auction.

The following significant facts, which may have caused the Board to come to a different conclusion had they been known, were discovered while preparing the closing documents: First, the relatively small property is located inside a larger parcel that is owned by the City of Pensacola. The City has occupied and used both parcels as the site for a communications antenna and stormwater infrastructure. Second, the request to authorize the sale of the property originated with Divine Word Radio, Inc., which represented to the County staff that it was acting on behalf of the City and would donate the parcel to the City after closing. Upon inquiry, the City Attorney's Office confirmed that Divine Word Radio, Inc., is not authorized to act on behalf of the City. Furthermore, the City has requested that the County instead convey its interest directly to the City, as authorized by Section 125.38, Florida Statutes. If the Board rescinds its authorization to sell the property, staff will begin discussions with the City and submit a subsequent recommendation to convey the property directly to the City under mutually agreeable terms. The assessed value of the property is \$95.00.

BUDGETARY IMPACT:

Refund the amount of \$315.00 paid by Divine Word Radio, Inc.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will draft documents needed to convey the property to the City.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

County staff will coordinate with the City and submit a subsequent recommendation to convey the property directly to the City.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1940

County Attorney's Report Item #: 11. 4.

BCC Regular Meeting

Action

Meeting Date: 01/05/2012

Issue: Approval of Emerald Coast Utilities Authority's Request to Exercise its Power of Eminent Domain

From: Stephen G. West, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Emerald Coast Utilities Authority's Request to Exercise its Power of Eminent Domain

That the Board adopt a Resolution approving the request of the Emerald Coast Utilities Authority (ECUA) to exercise its power of eminent domain.

BACKGROUND:

ECUA has been unable to reach an agreement with the owner to acquire an easement over property on the 2500 Block of North Baylen Street. The easement is needed to construct a sanitary sewer line that will connect two residential customers to ECUA's sanitary sewer system. The circumstances underlying ECUA's request are further described in the attached letter dated December 15, 2011 from Dr. Elvin McCorvey, Chairman of ECUA's Board of Directors and the e-mail dated December 20, 2011 from Steve Sorrell, its Executive Director.

Pursuant to Chapter 2001-324, Laws of Florida, ECUA has the power of eminent domain. However, as a condition precedent to instituting eminent domain proceedings, ECUA must receive approval from the governing body of the jurisdiction where the property is located.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the resolution for the Board's consideration.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Chapter 2001-324, Laws of Florida, grants ECUA the power of eminent domain, pursuant to approval from the governing body of the jurisdiction where the property is located.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution.ECUA Eminent Domain

RESOLUTION R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING THE REQUEST OF THE EMERALD COAST UTILITIES AUTHORITY TO EXERCISE ITS POWER OF EMINENT DOMAIN IN CONNECTION WITH THE ACQUISITION OF AN EASEMENT OVER PROPERTY ON THE 2500 BLOCK OF NORTH BAYLEN STREET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Emerald Coast Utilities Authority (ECUA) is a local governmental entity, corporate and politic, that provides certain utility services, including sanitary sewer, in and for the citizens of Escambia County; and

WHEREAS, ECUA has determined that it is necessary to acquire an easement over property owned by Mr. and Mrs. Willie J. Preyer located on the 2500 Block of North Baylen Street in order to construct a sanitary sewer line that will connect two residential customers to its sanitary sewer system; and

WHEREAS, ECUA's attempts to purchase the easement over the property from the owners have been unsuccessful; and

WHEREAS, pursuant to Chapter 2001-324, Section 5(a)(6), Laws of Florida, as a condition precedent to instituting eminent domain proceedings ECUA is required to obtain the approval of the governing body of the jurisdiction in which the subject property is located; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the health, safety, and welfare of the citizens of Escambia County to approve ECUA's request to exercise its power of eminent domain.

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

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

Section 2. That the Board of County Commissioners of Escambia County, Florida, hereby approves the request of ECUA to exercise its power of eminent domain to acquire an easement over property owned by Mr. and Mrs. Willie J. Preyer on the 2500 Block of North Baylen Street to construct a sanitary sewer line that will connect two residential customers to its sanitary sewer system.

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

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]
Title Escambia County Attorney
Date Dec 20, 2011

BCC Approved: _____



12
12/15/11
CUE

P. O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 494-7346

December 15, 2011

Kevin White, Chairman
Board of County Commissioners
Post Office Box 1591
Pensacola, Florida 32591

Re: Request for Approval – Use of Eminent Domain Powers

Dear Mr. White:

ECUA has received a request from two residential customers that they be allowed to connect to ECUA's sewer system. The need for the connection is that the two residential customers' septic systems are failing, which could result in septage entering a nearby storm drain.

As a result of the request, ECUA staff investigated various options to provide the requested sewer service. ECUA has a sewer line which runs in a north-south direction on North Baylen Street. The most efficient and feasible option was determined to be across a vacant lot in the 2500 Block of North Baylen Street. After further review, it was determined that the acquisition of a 20 foot easement for the sewer line would be best placed across the northern boundary of a vacant lot which is owned by Mr. and Mrs. Willie J. Preyer.

ECUA attempted to contact the Preyers beginning in 2007. Only recently have the Preyers responded to ECUA's inquiries. Unfortunately, the landowners have indicated they have no interest in conveying the easement. It would thus appear as though ECUA's only viable option for requiring the needed easement is through the power of eminent domain.

As you are presumably aware, ECUA was expressly given the power of eminent domain by the Florida Legislature pursuant to Section 5(a)(6) of the ECUA Act, which is codified at Chapter 2001-324, Laws of Florida. As a prerequisite, however, ECUA must obtain approval from the Board of County Commissioners to allow ECUA to use its eminent domain powers in the unincorporated portion of the County, as is the case here. At its meeting on December 15, 2011, the ECUA Board authorized me to formally request this approval. Thus, by way of this letter ECUA is formally requesting that the Escambia County Board of County Commissioners approve of and allow ECUA to exercise its power of eminent domain for the purpose of securing the above-referenced easement.

The ECUA Board recognizes the seriousness of taking such action, and ECUA intends to exercise its powers of eminent domain in this particular case as a final option. We would appreciate the Board's consideration and support of this request. Please advise us as to the process through which this issue will be taken up by the Board. We are hopeful that it will be considered at your next meeting.

ECUA's general counsel, Bradley S. Odom, is prepared to work with the County's legal staff to address any legal issues involved with this process. If you have any questions, please do not hesitate to contact me.

Sincerely,


Elvin McCorvey, Chairman

cc: Alison P. Rogers, Esq.
County Attorney

RECEIVED

DEC 20 2011

BCC-District 5

Stephen G. West

From: Randy Oliver
Sent: Tuesday, December 20, 2011 3:13 PM
To: Alison A. Perdue; Stephen G. West
Subject: RE: Request for Approval Use of Eminent Domain Powers - ECUA

FYI

From: Stephen (Steve) Sorrell [<mailto:sorrellse@ecua.fl.gov>]
Sent: Tuesday, December 20, 2011 1:59 PM
To: Randy Oliver
Subject: RE: Request for Approval Use of Eminent Domain Powers - ECUA

Randy,

Thank you very much. We have tried and tried to purchase an easement or the entire property from this guy without success. This has been going on for several years. The owner doesn't live here and has refused to communicate with us until recently. He quoted a price for us to purchase the property which was high, but we agreed and then he raised the price by approximately 50%. We told him we would pay the original price, but he has refused. Eminent domain is our least desired approach, but the owner is not giving us any choice. This will get his attention and maybe he will reconsider.

There are two homes without sewer service because this is the only reasonable means to access the properties. The owners will be very happy if we are able to ultimately provide the sewer service to them.

Steve

From: Randy Oliver [<mailto:croliver@co.escambia.fl.us>]
Sent: Tuesday, December 20, 2011 12:38 PM
To: sorrell
Subject: FW: Request for Approval Use of Eminent Domain Powers - ECUA

Steve:

We plan to have this on the next Agenda (1/5/2012).

Randy

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1933

County Attorney's Report Item #: 11. 5.

BCC Regular Meeting

Action

Meeting Date: 01/05/2012

Issue: Jacenta Walker v. Escambia County Office of Environmental Enforcement - Settlement Recommendation

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Settlement of Jacenta Walker v. Escambia County Office of Environmental Enforcement, Case No.: 2010 CA 001107

That the Board approve funding \$37,500.00 of a \$47,500.00 settlement to Jacenta Walker for damages allegedly caused by Escambia County's demolition of a townhouse located adjacent to her own townhouse.

BACKGROUND:

Jacenta Walker owns a townhouse located at 155 Diego Circle in Escambia County, Florida. The townhouse is the end unit of a row of adjoining townhouses. Ms. Walker rented the townhouse as a means of income. In 2007, an adjacent townhouse sustained major fire damage and was cited for code violations by Escambia County Code Enforcement. The County ultimately decided to demolish the adjacent townhouse and hired a contractor to perform the demolition. Ms. Walker did not receive notification of the proposed demolition. The demolition exposed portions of Ms. Walker's townhouse to the outside environment. Ms. Walker filed a lawsuit in circuit court, alleging that her townhouse sustained physical damage as a result of the demolition and that she has further lost rental income due to the condition of the townhouse.

Ms. Walker is seeking damages from Escambia County, its demolition contractor, Swalley Construction Co., and the demolition contractor's subcontractor, BP Excavating. The parties recently attended a mediation session. The parties agreed to Ms. Walker's significantly-reduced settlement demand of \$47,500.00. Escambia County would fund \$37,500.00 of this settlement and each co-defendant would fund \$5,000.00 of the remaining settlement amount. The Board reviewed this case and settlement during a confidential attorney-client privilege session on November 10, 2011, and instructed the County Attorney's Office to pursue a settlement in this amount.

BUDGETARY IMPACT:

The Board of County Commissioners will expend \$37,500.00 as part of this settlement agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation was prepared by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A
