

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.
6. SEE ORDERLY CONDUCT OF MEETINGS POLICY.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – February 16, 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 Robertson.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.
6. Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation proclaiming January 30 - February 3, 2012, as "Youth Success Week" in Escambia County; and

B. The Proclamation extending congratulations to Elder Doctor Bernard C. Yates for being selected as President of the National Primitive Baptist Convention, USA, for his ministry at Zion Hope Primitive Baptist Church and for his community leadership.

7. Retirement Proclamations.

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

A. Ratify the Proclamation, dated November 29, 2011, commending and congratulating Louie E. Findley, Maintenance Technician, Facilities Management Branch, on his retirement after 11 years of service;

B. Adopt the Proclamation commending and congratulating Aaron A. Austin, Corrections Officer, Corrections Department, on his retirement after 9 years of service; and

C. Adopt the Proclamation commending and congratulating Louise D. McKendrick, Emergency Communications Dispatcher, Public Safety Department, on her retirement after 33 years of service.

8. Written Communication:

A. January 20, 2012 - Communication from Mattie Brown requesting that the Board forgive a Code Enforcement Lien against property located at 12 Pleasant Avenue.

Recommendation: That the Board review and consider second lien relief request made by Ms. Mattie Brown against property located at 12 Pleasant Avenue.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the following request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Ms. Mattie Brown has no other recourse but to appeal before the Board under Written Communication.

- B. January 24, 2012- Email communication from Mr. Richard Pope requesting the Board forgive a Code Enforcement Lien against property located at 1107 North 69th Avenue.

Recommendation: That the Board review and consider lien relief request made by Mr. Richard Pope against property located at 1107 North 69th Avenue.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board’s policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board’s Policy, “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2.

- C. February 3, 2012 - E-mail communication from Bob Cole, Santa Rosa County Commissioner, requesting to discuss affordable housing.
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 February 9, 2012, recommends the Board take the following action:

A. Authorize County Administrator Oliver to proceed with preparation of a Contract for Sale of County-owned property, located on Rockey Branch Road, to Escambia River Muzzle Loaders, Inc. (ERML), subject to the following conditions and contingent upon rezoning of the property, and any changes in use to be subject to the Development Review Committee (DRC) process and applicable DRC fees (*C/W Item 3*):

- (1) A safety officer will be present when the range is open;
- (2) From April 1 through September 30, the hours of operation will be 8:00 a.m. to 8:00 p.m.;
- (3) The range will be closed on Mondays, Thanksgiving, Christmas, and Easter Sunday, except that it will be open on Mondays that are federally recognized holidays; and
- (4) ERML will be permitted to install platform area lighting;

B. Authorize County Administrator Oliver to bring forward for adoption a three-year Contract, commencing October 1, 2012, with SMG, for management of the Pensacola Civic Center, per the terms presented in the PowerPoint Presentation (*C/W Item 5*); and

C. Authorize reimbursement of out-of-County travel expenses for Commissioner Robertson and Larry M. Newsom, Assistant County Administrator, to travel to Tallahassee, Florida, on February 13, 2012, for a meeting with Secretary Ananth Presad and District Secretary Tommy Barfield, Florida Department of Transportation, to discuss the issue of tolling of the Pensacola Bay Bridge (Funding Source: Cost Center 110101, Object Code 54001 (*C/W Item added by Commissioner Robertson*)).

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 seven reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date February 3, 2012, in the amount of \$2,085,259.68;

B. The following two Disbursement of Funds:

(1) January 26, 2012, to February 1, 2012, in the amount of \$10,251,309.69; and

(2) February 2, 2012, to February 8, 2012, in the amount of \$2,387,518.54;

C. Tourist Development Tax Collections Data for the December 2011 returns received in the month of January 2012; this is the fourth month of collection in Fiscal Year 2012, and the total collected for the month of December 2011 was \$282,885, which is an 8.67% increase over collections during December 2010; budgeted revenues for the first four months, or 33.33%, of the Fiscal Year, are \$1,811,250, while actual Fiscal Year-to-Date collections are \$1,473,633;

D. Investment Report for month ended January 31, 2012; and
(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

E. Two Budget Comparison Reports as of January 31, 2012.
(TO BE DISTRIBUTED UNDER SEPARATE COVER)

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

That the Board accept, for filing with the Board's Minutes, the original *State Financial Assistance Agreement, DEP Agreement No. LP8914, Escambia County, Amendment No. 2*, based on the Board's November 6, 2008, action regarding a \$200,000 Grant from the Florida Department of Environmental Protection (DEP) for Escambia Bay PCB (Polychlorinated Biphenyl) Remediation Project, as executed by the Chairman on January 17, 2012, and received in the Clerk to the Board's Office on February 6, 2012.

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 February 2, 2012; and

B. Approve the Minutes of the Regular Board Meeting held February 2, 2012.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning CRA Meeting Minutes January 19, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the January 19, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Clara Long, Urban Planner II, CRA.

2. Recommendation Concerning the License Agreement to Access a Vacant Lot Owned by the City of Pensacola - Keith Wilkins, REP, Community & Environment Department Director

That the Board acknowledge that the License Agreement between the City of Pensacola and Escambia County for access to a vacant lot owned by the City of Pensacola, approved by the Board on January 19, 2012, has been corrected to reflect that the contractor is Cameron-Cole, LLC, and not Cardno TBE.

3. Recommendation Concerning the License Agreement to Access a Vacant Lot at 300 East Highway 4, Century, Florida - Keith Wilkins, REP, Community & Environment Department Director

That the Board acknowledge that the License Agreement between Kenneth A. Jernigan and Escambia County for access to property located at 300 East Highway 4, Century, Florida, approved by the Board on January 19, 2012, has been corrected to reflect that the contractor is Cameron-Cole, LLC, and not Cardno TBE.

4. Recommendation Concerning the Request for Disposition of Property for the Office of Purchasing - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Request for Disposition of Property Form for the Office of Purchasing for one computer (SX280), one typewriter (IBM Electric) and one Infocus Projector, which are described and listed on the Request for Disposition of Property Form with the reasons for disposition stated. The items are to be properly disposed.

5. Recommendation Concerning the Request for Disposition of Property for the Management & Budget Services Department - Amy Lovoy, Management & Budget Services Department Director

That the Board approve the Request for Disposition of Property Form for the Management and Budget Services Department, for property which is described and listed on the Request Form, with reason for disposition stated. This property is to be auctioned as surplus or properly disposed of.

6. Recommendation Concerning a 5:33 p.m., Public Hearing Request for the Heritage Woods Subdivision Street Lighting MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on March 1, 2012, at 5:33 p.m., to consider adoption of an Ordinance creating the Heritage Woods Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

7. 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 Request for Disposition of Property Form 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 Form noting the reason for disposal.

8. 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 Disposition Form, with reason for disposition stated. The item is to be auctioned as surplus or properly disposed.

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

That the Board approve the Request for Disposition of Property Form for the Corrections Department, Road Prison Division for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or properly disposed.

10. Recommendation Concerning Proposal to Update Existing Governmental Center District, Including Expansion of District Boundaries and Creation of Maritime Redevelopment District - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board authorize the County Administrator to sign the letter expressing Escambia County's consideration, review and finding of no objection to a proposal to update the existing Governmental Center District located in downtown Pensacola, to include expansion of District Boundaries and creation of a Maritime Redevelopment District.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #071 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #071, General Fund (001) in the amount of \$96,615, to recognize reimbursements from off-duty officers and automobile repair and insurance proceeds, and to appropriate these funds back into the Escambia County Sheriff's Budget for operational activities.

2. Recommendation Concerning Supplemental Budget Amendment #080 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #080, Mass Transit Fund (104) in the amount of \$1,498,333 to recognize funds from a Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Area Transit, and to appropriate these funds for the enhancement of key bus routes.

3. Recommendation Concerning Security Services for Various County Buildings PD 10-11.043 - Amy Lovoy Management and Budget Services, Department Director

That the Board approve Amendment #1 to the Agreement for Security Services, to increase the hourly billing rates for Securitas Security Services USA, Inc., Contract for Security Services for Various County Buildings, PD 10-11.043, with an effective date of February 20, 2012, and authorize the Chairman to execute the Amendment as follows:

Security Officer, Straight Time (Per Hour)	Security Officer, Overtime (Per Hour)
From: \$10.31 To: \$10.68	From: \$15.47 To: \$16.02

4. Recommendation Concerning the Surplus and Sale of Real Property Located at 130 Booker Lane 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 130 Booker Lane that has escheated to the County:

A. Declare surplus the Board's real property, Account Number 11-3994-000, Reference Number 16-1N-31-2114-000-001;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$8,436, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

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

5. Recommendation Concerning PD 11-12.007, Southwest Greenway Connector Trail - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery, Unit Prices Contract, PD 11-12.007, Southwest Greenway Connector Trail, to Hewes and Company, LLC, for the Base Bid, plus Alternate Bid Items #3 and #5, for a total amount of \$340,676.70.

[Funding: Fund 110, Grants and Projects, "Bayou Chico/Jones Creek Stormwater Retrofit", Cost Center 221013, Object Code 56301, \$316,559.05 and Fund 352, LOST III, NESD Capital Projects, Cost Center 220102, Object Code 56301, Project Number 11NE0878 SW Greenway, \$24,117.65]

6. Recommendation Concerning the Surplus and Sale of Real Property Located at 1209 West Bobe Street 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 1209 West Bobe Street that has escheated to the County:

- A. Declare surplus the Board's real property, Account Number 06-2179-000, Reference Number 17-2S-30-1600-381-038;
- B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$46,781, 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 if they are still occupying the premises; and
- D. Authorize the Chairman to sign all documents related to the sale.

7. Recommendation Concerning the Surplus and Sale of Real Property Located at 2006 Woodbury 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 2006 Woodbury Drive that has escheated to the County:

- A. Declare surplus the Board's real property, Account Number 11-3326-597, Reference Number 14-1N-31-1002-028-005;
- B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$54,175, 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.

8. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 1230 West Bobe Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following February 16, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 1230 West Bobe Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Hurey J. Smith, owner of the residential property located at 1230 West Bobe Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$3,700, representing an in-kind match through Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for the installation of a new roof; and

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

9. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3912 Barrancas Avenue - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following February 16, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3912 Barrancas Avenue:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Kerr Treehouse Day Care and Learning Center, Inc., owner of the commercial property located at 3912 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$9,437, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for painting the exterior building and improving the parking lot with parking pavers and striping; and

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

10. Recommendation Concerning 2011 Community Development Block Grant Program Fire Protection Improvements Project - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the 2011 Community Development Block Grant (CDBG) Fire Protection Improvements Project:

A. Approve the Interlocal Agreement with Emerald Coast Utilities Authority (ECUA), in the amount of \$151,500, providing for the completion of the Fire Protection Improvements Project (2011), including installation of fire hydrants and associated water main upgrades, primarily within Census Tracts 19, 21, 28.03 and 29; and

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

[Funding: Fund 129/2011 CDBG, Cost Center: 220439]

11. Recommendation Concerning Change Orders #02 and #003 to the Communications System Agreement between Motorola Solutions, Inc., (fka Motorola, Inc.) and Escambia County, Florida (P25 Project) - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning Change Orders #02 and #003 to the Communications System Agreement between Motorola Solutions, Inc., (fka Motorola, Inc.) and Escambia County, Florida (P25 Project):

A. Approve Change Order #02 and Change Order #003 to the Agreement for the P25 Project, which provides for mutually agreed upon modifications to the system design with no change to the Contract price or other terms and conditions of the Agreement; and

B. Authorize the Chairman to sign the Change Orders.

[Funding Source: Fund 352, LOST III]

12. Recommendation Concerning Purchase Order to NexGen Public Safety Solutions, LLC, for Getac Rugged Laptops for EMS Vehicles - Michael D. Weaver, Public Safety Department Director

That the Board authorize the County to piggyback off GSA Contract GS-35F-0143R, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemption; and Section 46-64, Board Approval, and award a Purchase Order to NexGen Public Safety Solutions, LLC, in the amount of \$131,724, (prepay and add), for purchase of 36 Getac B300 fully rugged laptops for EMS (Emergency Medical Services) vehicles, as part of the ambulance mapping and routing project.

[Funding Source: Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 56401]

13. Recommendation Concerning Amendment #1 to the Lake Stone Campground Facility Management Agreement - Michael Rhodes, Parks & Recreation Department Director

That the Board approve Amendment #1 to the Agreement between Escambia County Board of County Commissioners and Mervyn Leroy Simmons for the Management of Lake Stone Campground Facility and authorize the County Administrator to sign Amendment #1, extending the existing Contract an additional year, effective February 12, 2012.

[Funding Source: General Fund 001, Lake Stone Cost Center 350204]

14. Recommendation Concerning Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc. - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida and Lakeview Center, Inc.:

A. Approve the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc., for out-patient services based on piggybacking on the Agreement with the State of Florida for the Non-Competitive Bid Process for continuation of Senate Bill 1258 Initiative (Contract Number AH 338);

B. Approve funding for the program not to exceed \$56,000, effective January 1, 2012, through September 30, 2012. The Agreement may be extended up to a maximum of 90 days upon mutual consent of the parties. The source of funding is the Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, in the amount of \$56,000; and

C. Authorize the Chairman, as the County's representative, to sign Amendments, requests for payment or other related documents as may be required.

15. Recommendation Concerning Approval of Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc., in the amount of \$39,240, to be paid from the Tourist Promotion Fund (108), Cost Center 360101, Account 58201.

16. Recommendation Concerning Approval of Miscellaneous Appropriations Agreement between Escambia County and Pensacola Bay Area Chamber of Commerce, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Miscellaneous Appropriations Agreement between Escambia County and Pensacola Bay Area Chamber of Commerce, Inc., in the amount of \$288,143, to be paid from the Tourist Promotion Fund (108), Cost Center 360101, Account 58201. \$252,143, of the allocation will apply to marketing and advertising for tourism, and \$36,000, of the allocation will be applied to marketing and promotions expenses for events.

17. Recommendation Concerning an Agreement Extension with SMG for Management Services at the Pensacola Civic Center - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign the Pensacola Civic Center Management Services Agreement with SMG, a three-year Agreement for management services at the Pensacola Civic Center, commencing October 1, 2012. This Recommendation will extend this Agreement with different terms and conditions for a three-year period with an optional two-year extension following this time period. The basic terms of the Agreement are as follows:

- A. Base fee of \$175,500 with a CPI escalator each year. The increase in the base fee cannot exceed 3% annually;
- B. 5% commission on all food and beverage revenues; C. An incentive fee of 35% of any reduction in the net loss up to \$250,000 over a pre-established benchmark or 40% of any reduction over \$250,000;
- D. Requirement that SMG pass an annual facilities inspection to qualify for any incentive;
- E. Provisions that the three incentive fees that have been incurred by SMG totaling about \$403,500 will instead be used to establish a marketing and promotions fund; and
- F. If the County waives any fees or costs at the Civic Center, the County will pay the associated fees or costs from the 4th Cent Tourist Development Tax.

If the Agreement is not extended, the County will owe SMG three years of incentive fees (\$403,500) plus the unamortized portion of the cost of the marquees originally purchased by SMG (\$207,760). The County will subtract from these payments about \$138,000 that was incurred as a result of a union dispute with the management of the Civic Center.

III. For Discussion

1. Recommendation Concerning Expanding Low Cost Spay/Neuter Program to Include Rabies Vaccination - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the Low Cost Spay/Neuter Program:

- A. Authorize the Animal Services Division to expand the Low Cost Spay/Neuter Program to include administering of the rabies vaccine as part of the approval process, prior to the surgical procedure; and
- B. Support the existing Animal Services Fee Schedule Resolution adopted by the Board on September 16, 2010, providing the charge of \$15, for the rabies vaccination.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Pitney Bowes Postage Meter Lease - State of Florida Contract #600-760-11-1

That the Board approve and authorize the Chairman to sign the attached Lease Contract on the Pitney Bowes DM100 meter.

2. Recommendation Concerning a Workers' Compensation Settlement Involving Ray Boutwell

That the Board approve an indemnity-only settlement of former employee Ray Boutwell's workers compensation case in the amount of \$200,000.00. An excess insurance carrier will reimburse Escambia County for 100.0% of the settlement amount.

3. Recommendation Concerning Proposed Settlement of *Teresa Lynn Urbaniak v. Escambia County Emergency Medical Services* (Case No. 2011 CA 000196)

That the Board authorize a settlement in the case of *Teresa Urbaniak v. Escambia County Emergency Medical Services* (Case No. 2011 CA 000196) in which the County will pay to Ms. Urbaniak the sum of \$38,500 in exchange for a General Release and Hold Harmless Agreement in favor of Escambia County and dismissal with prejudice of the pending lawsuit.

4. Recommendation Concerning Natural Gas Franchise to Pensacola Beach

That the Board of County Commissioners:

A. Schedule a public hearing for 5:31 p.m. on March 1, 2012, to consider adopting an ordinance granting a non-exclusive franchise to the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County;

AND

B. Schedule a public hearing for 5:32 p.m. on March 1, 2012, to consider approving an agreement between the City of Pensacola and the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2166

Proclamations 6.

BCC Regular Meeting

Meeting Date: 02/16/2012

Issue: Adoption of Proclamations

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

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation proclaiming January 30 - February 3, 2012, as "Youth Success Week" in Escambia County; and

B. The Proclamation extending congratulations to Elder Doctor Bernard C. Yates for being selected as President of the National Primitive Baptist Convention, USA, for his ministry at Zion Hope Primitive Baptist Church and for his community leadership.

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

Proclamations

PROCLAMATION

WHEREAS, Florida's juvenile crime problem has ramifications reaching far beyond the Juvenile Justice System and affects the health and integrity of the State's business, community, education, and family institutions; and

WHEREAS, the Juvenile Justice System must provide strong prevention and early intervention services for at-risk youth and minor offenders, as well as opportunities for rehabilitation for the more serious juvenile offender; and

WHEREAS, Juvenile Justice Programs can and have helped at-risk children and their families stay crime-free, leading to fewer crimes and more saved lives; and

WHEREAS, Escambia County joins forces with the Department of Juvenile Justice, local businesses, law enforcement, schools, the judiciary, faith-based community organizations and other concerned citizens in support of programs that prevent juvenile crime and improve youth prevention and intervention services; and

WHEREAS, the citizens of Escambia County need to join together in the fight against crime in our community and to take part in stopping or preventing juvenile delinquency.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim January 30 - February 3, 2012, as

"YOUTH SUCCESS WEEK"

in Escambia County, and calls upon all the citizens of our community to embrace this year's theme "**Taking Responsibility for Myself**" in celebration of all the successes of the Juvenile Justice Programs in strengthening families and in turning around the lives of troubled youth.

**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, District Five

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

Deputy Clerk

Adopted: February 16, 2012

PROCLAMATION

WHEREAS, the National Primitive Baptist Convention, USA, has been in existence for 105 years; and

WHEREAS, on February 20, 2012, Elder Doctor Bernard C. Yates will become the thirteenth President of the National Primitive Baptist Convention, USA; and

WHEREAS, Elder Yates was licensed to preach in March 1974 at Greater St. John Primitive Baptist Church, Dallas, Texas; and

WHEREAS, Elder Yates has served as pastor of Zion Hope Primitive Baptist Church for 26 years; and

WHEREAS, Elder Yates serves as a community leader on a number of Boards and Advisory Councils in the Pensacola area.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends its congratulations to Elder Doctor Bernard C. Yates for being selected to serve as President of the National Primitive Baptist Convention, USA, for his ministry at Zion Hope Primitive Baptist Church and for his community leadership.

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

*Wilson B. Robertson, Chairman
District One*

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

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

Deputy Clerk

Adopted: February 16, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2149

Proclamations 7.

BCC Regular Meeting

Meeting Date: 02/16/2012

Issue: Ratification/Adoption of Retirement Proclamations

From: Ron Sorrells, Department Director

Organization: Human Resources

CAO Approval:

Information

RECOMMENDATION:

Retirement Proclamations.

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

- A. Ratify the Proclamation, dated November 29, 2011, commending and congratulating Louie E. Findley, Maintenance Technician, Facilities Management Branch, on his retirement after 11 years of service;
- B. Adopt the Proclamation commending and congratulating Aaron A. Austin, Corrections Officer, Corrections Department, on his retirement after 9 years of service; and
- C. Adopt the Proclamation commending and congratulating Louise D. McKendrick, Emergency Communications Dispatcher, Public Safety Department, on her retirement after 33 years of service.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Retirement Proclamations 021612

PROCLAMATION

WHEREAS, Louie E. Findley worked as a County employee very faithfully for 11 years, retiring as a Maintenance Worker with the Public Works Department, Facilities Management Branch.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Louie E. Findley for 11 years of faithful and dedicated service as a County employee.

**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, District Five

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


Deputy Clerk



Dated: November 29, 2011

PROCLAMATION

WHEREAS, Aaron A. Austin worked as a County employee very faithfully for 9 years, retiring as a Corrections Officer with the Corrections Department, Road Prison Division.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Aaron A. Austin for 9 years of faithful and dedicated service as a County employee.

**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, District Five

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

Deputy Clerk

Adopted: February 16, 2012

PROCLAMATION

WHEREAS, Louise D. McKendrick worked as a County employee very faithfully for 33 years, retiring as an Emergency Communications Dispatcher with the Public Safety Department, Emergency Medical Services Division.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Louise D. McKendrick for 33 years of faithful and dedicated service as a County employee.

**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, District Five

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

Deputy Clerk

Adopted: February 16, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2152

Written Communication 8. A.

BCC Regular Meeting

Meeting Date: 02/16/2012

Issue: Environmental (Code) Enforcement Lien Relief – 12 Pleasant Avenue

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

Information

RECOMMENDATION:

January 20, 2012 - Communication from Mattie Brown requesting that the Board forgive a Code Enforcement Lien against property located at 12 Pleasant Avenue.

Recommendation: That the Board review and consider second lien relief request made by Ms. Mattie Brown against property located at 12 Pleasant Avenue.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the following request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Ms. Mattie Brown has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

February 12, 2007 the Office of Environmental Enforcement received a complaint on 12 Pleasant Avenue for overgrowth, trash, debris and deteriorated structure.

Notice of violations were sent certified mail to owners, Henry Golden III and Emilie Randall on February 20, 2007. Certified NOV was returned marked "Unable to deliver".

Title search was ordered and confirmed title is vested in Henry Golden III and Emilie Randall.

April 10, 2007 Officer found a new address for owners and requested another certified Notice of Violation be mailed to 4000 Davey Street, Suite 606, New Orleans, Louisiana 70122. Letter was returned marked "Unclaimed".

Owner failed to abate violations and case was prepared for Special Magistrate. Certified Notice

of Hearing was sent certified mailed on June 12, 2007. Notice of Hearing was returned marked "Unclaimed".

Hearing was held on July 10, 2007 and owner was found to be in violation. Fines were assessed at \$100.00 per day starting August 11, 2007 if violations are not abated. \$1,100.00 court cost was awarded to the county.

August 12, 2007 copy of hearing sent to owner and was returned marked "Unable to forward".

Order was recorded in Official Records Book 6317 Page 1499-1499.

County abated violation on December 30, 2007 and owner was notified of abatement plus lien amount.

Mr. Golden contested the cost of the lien and appeared before the Special Magistrate on April 12, 2008. Special Magistrate amended his order and reduced the cost of the fines.

The fines of \$100.00 per day started 8/11/2007 and ended 12/30/2007 with a total of \$14,100.00. Court cost awarded was \$1,100.00. Abatement cost is \$2,860.00.

The Office of Environmental Enforcement received a second complaint on April 8, 2009 for overgrowth, trash and debris.

Certified Notice of Violation was sent to owners at 4000 Davey Street, Suite 606, New Orleans, Louisiana, 70122. On May 13, 2009 certified notice was received and signed for by Henry Golden III.

Owner failed to abate violations. County abated property in the amount of \$148.00.

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

Ms. Mattie Brown purchased the property at a Tax Auction on February 6, 2001. Sale was recorded on February 10, 2001 in Official Records Book 6688 and page 1072.

May 5, 2011 Ms. Mattie Brown appeared before the Board to request lien forgiveness for a code enforcement lien. The Board voted to grant her request for relief. Ms. Mattie Brown had 60 days to make contact with the Clerk of Court and arrange payments. She failed to do so due to financial issues.

January 18, 2012 Ms. Mattie Brown contacted me and requested to go back before the Board to obtain relief again. She stated she now has a job and can make payments.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for 1st lien:

Cost Amended Cost

A. Administrative Cost: \$1,100.00 \$1,100.00

B. Daily Fines: \$14,100.00 \$6,040.00

C. Abatement Fees \$2,860.00 \$2,860.00

TOTAL \$18,060.00 \$10,000.00

The itemized costs shown in the code enforcement for 2nd lien:

A. Administrative Cost: \$18.50

B. Abatement Cost: \$148.00

TOTAL \$166.50

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

12 Pleasant Avenue

(850) 346-1501

Mattie Brown

Board I Mattie Brown have a
code Enforcement Lien against
property at 12 Pleasant Ave.
Please forgive and God bless you

Mattie Brown
1/20/2012

Thank You

**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. PEPPLER
DEPUTY COUNTY ATTORNEY
BOARD CERTIFIED CIVIL TRIAL ATTORNEY

STEPHEN G. WEST
ASSISTANT COUNTY ATTORNEY
BOARD CERTIFIED REAL ESTATE LAW

RYAN E. ROSS
ASSISTANT COUNTY ATTORNEY

KRISTIN D. HUAL
ASSISTANT COUNTY ATTORNEY

May 9, 2011

Ms. Mattie Brown
P. O. Box 1802
Pensacola, FL 32523

Re: Property Located at 12 Pleasant Avenue

Dear Ms. Brown:

At its May 5, 2011, meeting, the Board of County Commissioners granted your request concerning property located at 12 Pleasant Avenue.

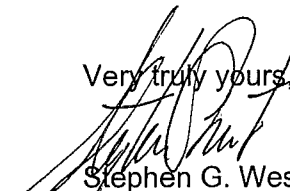
If you have not already done so, please contact the Clerk of the Court at the following address to arrange for payment of the amount necessary to secure release of the lien from your property (or set up an installment payment plan).

Brenda Robinson, Director of Judicial Services
Official Records Division
221 Palafox Place
Pensacola, FL 32502
Phone: (850) 595-3930

Please note that pursuant to the Board's policy, payment must be made within 60 days of the meeting date (05/05/2011) to preserve your right to the relief authorized by the Board.

Please feel free to call me if you have any questions or require any additional information.

Very truly yours,


Stephen G. West
Assistant County Attorney

SGW:bjs

cc: Brenda Robinson, Director, Judicial Services
Sandra Slay, Division Manager, Environmental Code Enforcement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

8. Written Communication

→ A. Code Enforcement Lien – Mattie Brown ▶

Motion made by Commissioner Robertson, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Robinson absent, approving to collect the hard costs and forgive the fines, relative to the April 5, 2011, communication from Mattie Brown requesting that the Board forgive a Code Enforcement Lien against property located at 12 Pleasant Avenue.

B. Code Enforcement Lien – Susan Degraaf ▶

Motion made by Commissioner Robertson, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Robinson absent, approving to give Ms. Degraaf a second chance to make payment and grant a 60-day settlement extension, relative to the April 25, 2011, email communication from Susan Degraaf concerning payment of the fines relative to a Code Enforcement Lien against property located at 7501 Jamesville Road.

Speaker(s):

Mattie Brown

9. Proof of Publication ▶

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Robinson absent, waiving the reading of the legal advertisement(s) and accepting, 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*, as follows:

A. The following four Public Hearings on the agenda:

- (1) The 5:31 p.m. (**Second**) Public Hearing, advertised in the Pensacola News Journal on April 23, 2011, for consideration of adopting a Resolution designating the Barrancas, Brownsville, Englewood, Palafox, and Warrington Redevelopment Areas as Brownfield Areas;

(Continued on Page 5)



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: 12 Pleasant Avenue
Property Owner: Henry Golden III & Emilie Randall
Original Complaint: Overgrowth and deteriorated structures
EE Case #: CE07020605

- 02/12/07 Complaint recorded
- 02/14/07 Inspection reveals trash & debris, overgrowth and deteriorated structure. Notice of violation posted on property.
- 02/20/07 Notice of Violation was sent Certified Mail
- 02/26/07 Letter returned February 26, 2007 marked "unable to deliver".
- 03/15/07 Reinspection reveals violations remain.
- 04/03/07 Title search ordered and shows title is vested in Henry Golden III & Emilie Randall.
- 04/10/07 Found new address for owner. Sent another certified notice of violation to new address, 4000 Davey Street, Suite 606, New Orleans, Louisiana 70122. Letters returned marked "Unclaimed".
- 06/12/07 Request for Special Magistrate made.
- 06/12/07 Certified letter / Special Magistrate hearing / sent to Henry Golden III and Emilie Randall, 4000 Davey Street, Suite 606, New Orleans, Louisiana 70122. Certified Notice of Hearing returned marked "Unclaimed".
- 07/10/07 Special Magistrate hearing / \$100.00 per day commencing 08/11/07 if not in compliance – Lien of \$1,100.00 awarded to Escambia County
- 08/12/07 Certified letter / Order / sent to Henry Golden III & Emilie Randall. Certified mail returned marked "Unable to forward".
- 08/13/07 Order recorded in Official Records Book 6317Page 1499-1499
- 08/13/07 Re-inspection reveals the violations remain
- 10/26/07 certified notice prior to county abatement was sent certified mail to owners.
- 11/03/07 certified notice prior to county abatement was signed for by Henry Golden III.
- 12/30/07 Property was abated by county for the amount of \$2,860.00
- 01/08/08 Office of Environmental Enforcement received a letter from Henry Golden III requesting copy of case file and notices. Request was filed.
- 01/17/08 Letter informing owner county abated violation was received and signed for by Henry Golden III.
- 01/18/08 Letter received from Henry Golden III requesting a hearing before the Special Magistrate to contest the cost
- 02/28/08 Hearing was scheduled for February 28, 2008
- 02/28/08 Owner requested continuance to obtain legal counsel.
- 02/28/08 Continuance order signed and continued to April 17, 2008.

- **04/17/08** Fines were reduced from \$14,100.00 to \$6,040.00. Court cost remains \$1,100.00 and abatement fees remain \$2,860.00. Total amount of lien is \$10,000.00

Lien amount	<u>Cost</u>	<u>Amended Cost</u>
Court Cost	\$1,100.00	\$1,100.00
Fines (\$100.00 per day 08/11/07-12/30/07)	\$14,100.00	\$6,040.00
County Abatement Fees	<u>\$2,860.00</u>	<u>\$2,860.00</u>
TOTAL	\$18,060.00	\$10,000.00

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

Property was sold at Tax Auction on February 6, 2011. Sale was recorded on February 10, 2011 in Official Records Bk 6688 and page 1072.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-2155

Written Communication 8. B.

BCC Regular Meeting

Meeting Date: 02/16/2012

Issue: Environmental (Code) Enforcement Lien Relief – 1107 N. 69th Avenue

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

Information

RECOMMENDATION:

January 24, 2012- Email communication from Mr. Richard Pope requesting the Board forgive a Code Enforcement Lien against property located at 1107 North 69th Avenue.

Recommendation: That the Board review and consider lien relief request made by Mr. Richard Pope against property located at 1107 North 69th Avenue.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

BACKGROUND:

November 19, 2009 the Office of Environmental Enforcement received complaint. Inspection reveals trash & debris, overgrowth and dilapidated structure.

Notice of Violation was sent certified and regular mail.

Electronic tracking shows certified letter was received on 11/21/09 and signed for by April Pope, 542 Northcreek Drive, Pensacola, Florida 32514.

Title search was requested by officer.

Reinspection conducted on July 12, 2010. Overgrowth was cut, small amount of debris remained and structure was still in violation.

On July 21, 2010 Certified Notice of Hearing was sent to Richard A. Pope both certified and regular mail.

Notice of Hearing was delivered on 7/29/10.

August 2, 2010 Reinspection conducted revealed violations remain.

August 10, 2010 Special Magistrate hearing / \$50.00 per day commencing 09/10/10 if not in compliance – Lien of \$1,100.00 awarded to Escambia County.

Certified letter / Order /Richard A Pope, Pensacola, FL 32505. Copy of Certified order was signed for on 8/16/10 by W. R. Conrol (?)

October 22, 2010 Demolition permit was obtained with no final inspection conducted.

Order recorded in Official Records Book 6624 Page 1533

December 15, 2010 Reinspection conducted and all violations were abated by owner.

April 5, 2011 Sent summary of case file along with request to county attorney's office for review. Attorney Steve West recommended the request be scheduled before Special Magistrate. This would allow the owner to contest to certification of the cost.

May 6, 2011 Notice of Hearing we was certified and regular mail to the owner.

June 6, 2011 Hearing held with no representative for owner. Order for Certification of Cost signed for my Special Magistrate.

Copy of Order sent certified and regular mail and received on June 15, 2011.

September 26, 2011 Received e-mail from Steve West advising me to schedule owner to appear before the Board under Written Communication.

Officer Vallia had several e-mail conversations with Mr. Pope who acknowledged there were issues with then property and would have his agent take care of them

October 25, 2011 Mr. Pope appeared before Special Magistrate Janet Lander to request relief. She granted full releaf of court cost and daily fines.

Mr. Pope is making another request for the Board to forgive the cost for filing the new order.

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

BUDGETARY IMPACT:

N/A

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

1107 N. 69th Avenue

Sandra F Slay

From: Stephen G. West
Sent: Tuesday, January 24, 2012 5:04 PM
To: Judy Cantrell
Cc: Sandra F Slay; Brenda J. Spencer
Subject: FW: Lien Filing Cost Removal
Attachments: BCC Lien Removal Request-CERTIFIED-27 Oct 11-POPE Richard MAJ.pdf; Certified Letter receipt - 27 Oct 2012 - POPE Richard.jpg

Importance: High

Judy:

The code enforcement process has concluded on this case, so any further relief is only available from the BCC. Technically, the Board's policy precludes relief to the violator, but Alison asked that this be presented to the Board since Mr. Pope sent his request directly to Commissioner Robertson. Please place this on the next agenda as a written communication and notify Mr. Pope of the meeting date.

From: Ryan E. Ross
Sent: Tuesday, January 24, 2012 3:33 PM
To: Stephen G. West
Cc: Tara D. Cannon
Subject: FW: Lien Filing Cost Removal
Importance: High

Are you familiar at all with this particular request?

From: Alison A. Perdue
Sent: Tuesday, January 24, 2012 3:27 PM
To: Ryan E. Ross
Cc: Dianne C. Simpson
Subject: FW: Lien Filing Cost Removal
Importance: High

Are you familiar with this?

Can you see if we can take this to the BCC and request they waive the filing fee IF the rest of his story is true?

From: Illauna B. Brazwell
Sent: Tuesday, January 24, 2012 3:19 PM
To: Alison A. Perdue; Randy Oliver
Subject: FW: Lien Filing Cost Removal
Importance: High

Should the commissioner respond or will one of you? Thanks

From: Pope, Richard A Maj USAF AFRC 25 APS/CCX [mailto:Richard.Pope@maxwell.af.mil]
Sent: Tuesday, January 24, 2012 2:36 PM
To: Illauna B. Brazwell
Subject: Lien Filing Cost Removal
Importance: High

Chairman Wilson Robertson-

I would like to respectfully request the Board of County Commissioners (BCC) approve the removal of the filing fee associated with the lien that was filed while I was under presidential activation and deployed.

The Special Magistrate ordered the removal of all fees except the filing fee. She told me she did not have the authority to remove the filing fee and to make my request directly to the BCC. I have sent repeated requests to the BCC via the County Attorney's Office but was subsequently told when I contacted them they did not receive or could not locate same.

In closing, I request the filing fee be removed as the lien was placed in violation of state and federal law. I will be more than happy to attend a BCC meeting to explain the full details and circumstances to help better explain my request. I can be contacted at (850) 208-1915 or at phoenixraven520@yahoo.com.

Very Respectfully,

Richard Pope

This email may contain information which must be protected IAW AFI 33-332 and DoD Regulation 5400.11; Privacy Act of 1974 as Amended Applies, and it is For Official Use Only (FOUO)



UNITED STATES CENTRAL COMMAND
7115 SOUTH BOUNDARY BOULEVARD
MACDILL AIR FORCE BASE, FLORIDA 33621-5101

CERTIFIED MAIL RETURN RECEIPT REQUESTED
Receipt Number 7010 2780 0002 6631 9839

Oct 27, 2011

Escambia County Board of County Commissioners
C/o Escambia County Attorney, Alison Rogers, Esq.
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Re: Lien Removal Request (1107 N. 69th Avenue)

Dear Escambia County Board of County Commissioners,

I am writing this letter to respectfully request board approval to remove a lien that was placed on property I own located at 1107 N. 69th Avenue in Pensacola, Florida. The lien was placed on 13 Aug 11, while I was serving under presidential activation in support of a contingency operation and deployed. The lien was subsequently increased on 6 Jun 11 after I sent a request for a hearing to be scheduled upon my return. This action was in violation of state and federal law which affords me protections while called to active military service. I have attached copies of my orders.

I request I be afforded protection under the Soldiers' and Sailors' Civil Relief Act as amended with the Servicemember's Civil Relief Act and under the Florida Uniformed Servicemembers Protection Act.

My family and I have been put through a bureaucratic maze for well over a year of trying to get relief. I was finally able to get partial relief through the Special Magistrate (SM) after I sent a request to the BCC. However, the SM informed me she did not have the authority to remove the filing costs of the lien. I was directed to make my lien request directly to the Board of County Commissioners.

In closing, I have attached a bullet background paper with other pertinent facts regarding my request. Moreover, I can attend a board meeting to better explain the circumstances and answer any questions you may have. I should be back in Pensacola after 9 Nov 2011 and may be contacted at (850) 591-0480 or by email at richard.a.pope@centcom.mil.

Sincerely,

A handwritten signature in black ink that reads "Richard Pope".

RICHARD POPE, Major, USAFR
Deputy, Provost Marshall

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

ESCAMBIA COUNTY, FLORIDA

Case No.: CE# 09-08-05463
Location: 1107 North 69th Avenue
PR# 112S31-5008-000-000

Richard A. Pope
4510 Sehay Circle
Pensacola, Florida 32504

AMENDED ORDER CERTIFYING COSTS

THIS CAUSE was brought before the Office of Environmental Enforcement Special Magistrate on October 24, 2011, on Respondents' request for hearing concerning validity of Certification of Costs Order dated June 7, 2011, pursuant to the Special Magistrate's Order of August 10, 2010 and the Special Magistrate having found the in violation of Escambia County Code of Ordinances 42-196 (b) and 30-203 (m), (q) and (cc). The Respondent presented testimony and evidence showing good cause as to why he did not abate the violations within the time set forth in said Order. The property has been in compliance since December 15, 2010.

THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be substituted for the fines imposed by the Order of the Special Magistrate dated June 7, 2011:

Itemized Costs:

a. Fines (\$50.00 per day for 42-196 (b) and \$50.00 per day for 30-203 (n), (r) and (cc) from 9/10/10 to 12/15/10 in the amount of \$9,600.00, shall be reduced to	\$0.00
b. Court Costs	1100.00
c. County abatement fees	0.00
TOTAL	<u>\$1100.00</u>

DONE AND ORDERED at Escambia County, Florida on this 25th day of October, 2011.


Special Magistrate

Office of Environmental Enforcement



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: 1107 N 69th Avenue
Property Owner: Richard Pope
Original Complaint: Trash, debris, overgrowth and dilapidated structure
EE Case #: CE090805463

- 11/19/09 Complaint recorded
- 11/19/09 Inspection reveals trash & debris, overgrowth and dilapidated structure
- 11/19/09 Notice of Violation was sent Certified Mail.
- 11/21/09 Electronic tracking shows certified letter was received on 11/21/09 and signed for by April Pope, 542 Northcreek Drive, Pensacola, Florida 32514. Letter sent regular mail.
- 02/02/10 Title search was requested by officer.
- 07/12/10 Reinspection conducted. Overgrowth was cut, small amount of debris remained and structure was still in violation.
- 07/21/10 Certified Notice of Hearing was sent to Richard A. Pope.
- 07/29/10 Notice of Hearing was delivered on 7/29/10.
- 08/02/10 Reinspection conducted revealed violations remain.
- 08/10/10 Special Magistrate hearing / \$50.00 per day for violations 42-196 (b) and \$50.00 per day for violations 30-203 (n), (r) and (cc) commencing 09/10/10 if not in compliance – Lien of \$1,100.00 awarded to Escambia County
- 08/12/10 Certified letter / Order sent to Richard A Pope, Pensacola, FL 32505. Copy of Certified order was signed for on 8/16/10 by W. R. Conrol (?)
- 10/22/10 Demolition permit was obtained with no final inspection conducted.
- 08/13/10 Order recorded in Official Records Book 6624 Page 1533
- 12/15/10 Reinspection conducted and all violations were abated by owner.
- 04/05/11 Sent summary of case file along with request to county attorney's office for review. Attorney Steve West recommended the request be scheduled before Special Magistrate. This would allow the owner to contest to certification of the cost.
- 05/26/11 Notice of Hearing we was certified and regular mail to the owner.
- 06/07/11 Hearing held with no representative for owner. Order for Certification of Cost signed for my Special Magistrate.
- 06/08/11 Copy of Order sent certified and regular mail and received on June 15, 2011.

- **09/26/11** Received e-mail from Steve West advising me to schedule owner to appear before the Board under Written Communication.

Officer Vallia had several e-mail conversations with Mr. Pope who acknowledged there were issues with then property and would have his agent take care of them

Lien amount

Court Cost	\$1,100.00
Fines (\$50.00 per day 42-196 (b) and \$50.00 per day for 30-203 (n), (r) & (cc) 09/10/10-12/15/10)	<u>\$9,600.00</u>
TOTAL	\$10,700.00

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2151

Written Communication 8. C.

BCC Regular Meeting

Meeting Date: 02/16/2012

Issue: Affordable Housing

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

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

February 3, 2012 - E-mail communication from Bob Cole, Santa Rosa County Commissioner, requesting to discuss affordable housing.

BACKGROUND:

N/A

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

Commissioner Bob Cole's E-mail Message

Judy H. Witterstaeter

From: Commissioner Cole [Commcole@santarosa.fl.gov]
Sent: Friday, February 03, 2012 4:08 PM
To: Judy H. Witterstaeter
Cc: Sonja Lusk; 'mkent@pmainfo.com'; District1; Commissioner Cole
Subject: request to be placed on agenda for BCC

Escambia Board of County Commissioners,

Under written communication policy I would like to be placed on the agenda for the BCC meeting February 16, 2012 to discuss affordable housing.

As a fellow commissioner I have served as a director on the three county Emerald Coast Housing Authority for 10 years now

and would like to, along with Mike Kent CFO of Progressive management and two other speakers, bring a short presentation and request to

the Escambia Board.

Sincerely,
Bob Cole
Santa Rosa County Commissioner

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.



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-2181

10.

BCC Regular Meeting

Meeting Date: 02/16/2012

Issue: Committee of the Whole Recommendation

From: Doris Harris

Organization: Clerk & Comptroller's Office

Information

Recommendation:

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the C/W Workshop held February 9, 2012, recommends the Board take the following action:

A. Authorize County Administrator Oliver to proceed with preparation of a Contract for Sale of County-owned property, located on Rocky Branch Road, to Escambia River Muzzle Loaders, Inc. (ERML), subject to the following conditions and contingent upon rezoning of the property, and any changes in use to be subject to the Development Review Committee (DRC) process and applicable DRC fees *(C/W Item 3)*:

- (1) A safety officer will be present when the range is open;
- (2) From April 1 through September 30, the hours of operation will be 8:00 a.m. to 8:00 p.m.;
- (3) The range will be closed on Mondays, Thanksgiving, Christmas, and Easter Sunday, except that it will be open on Mondays that are federally recognized holidays; and
- (4) ERML will be permitted to install platform area lighting;

B. Authorize County Administrator Oliver to bring forward for adoption a three-year Contract, commencing October 1, 2012, with SMG, for management of the Pensacola Civic Center, per the terms presented in the PowerPoint Presentation *(C/W Item 5)*; and

C. Authorize reimbursement of out-of-County travel expenses for Commissioner Robertson and Larry M. Newsom, Assistant County Administrator, to travel to Tallahassee, Florida, on February 13, 2012, for a meeting with Secretary Ananth Presad and District Secretary Tommy Barfield, Florida Department of Transportation, to discuss the issue of tolling of the Pensacola Bay Bridge (Funding Source: Cost Center 110101, Object Code 54001 *(C/W Item added by Commissioner Robertson)*).

Attachments

C/W Backup

Potential Items for Further Consideration

Potential Items For Further Discussion	Current Language	Neighborhood Request	ERML, Inc. Request	Agreed On Items
Additional Buffers	None	Perimeter berms to be installed as described in Exhibit "B" of the 2009 Lease Agreement. 30' on North Berm - Cross Section CC, 35' on East Berm - Cross Section BB, 30' on West Berm - Cross Section DD) This was the major feature of the Range improvements intended to stop escaping bullets and improve noise for the Homeowners living to the East, West and South of the Range.	None	Perimeter berms to be installed as described in Exhibit "B" of the 2009 Lease Agreement. 28' on North Berm - Cross Section CC, 18' on East Berm - Cross Section BB, 30' on West Berm - Cross Section DD) This was the major feature of the Range improvements intended to stop escaping bullets and improve noise for the Homeowners living to the East, West and South of the Range.
Noise	ERML shall obtain, at its expense, an independent noise study to evaluate noise levels outside the perimeter of the shooting range. The noise study shall conform with the concepts and methodologies described in <i>The Range Source Book</i> , Section One, Chapter Six, sound Abatement on Shooting Ranges, as published by the NRA in January 2004, which is incorporated by reference. The hours of operation may be reduced if the noise study reveals that the noise levels exceed the standards described in <i>The Range Source Book</i> .	If allowed by Florida Statute, a noise study must be completed after improvements (higher berms) are completed, and must measure IMPULSE noise, not AMBIENT Noise.	ERML Sportsman's Foundation, Inc. has submitted no less than 4 noise studies to the BCC which indicated "noise" is well below OSHA Standards. We feel if the neighbor's want an additional noise study that they be required to split the cost with ERML. Method of study could be 1 of 2. The first option would be for a delegation from the neighbors and ERML to conduct a joint noise study. The second option would be for the neighbors and ERML to approve and pay for "jointly" an independent person to conduct this study.	No noise study required if other issues are addressed.
Hours of Operation	April 1 st thru Sept. 30 th 8:00 a.m. to 6:30 p.m. Oct. 1 st thru March 31 st 8:00 a.m. to 4:30 p.m. Friday, Saturday, and Sunday 8:00 a.m. to 8:00 p.m.	Hours to remain the same as stated in the 2009 Lease Agreement. This is what was agreed to.	ERML Sportsman's Foundation, Inc. would like to have the option of range hours being 8:00 a.m. to 8:00 p.m. in the summer, two days per week.	Open issue

Safety Equipment	None	None	None	None
<p>Range Closed on Mondays, Thanksgiving, Christmas and Easter Sunday</p>	<p>Range Closed on Mondays, Thanksgiving, Christmas and Easter Sunday</p>	<p>Days the range is closed to remain the same as stated in the 2009 Lease Agreement.</p>	<p>ERML would like the option to open the range on Mondays when it falls on a holiday other than Christmas, Thanksgiving, or Easter.</p>	<p>Board Directed</p>
<p>Firing Lanes</p>	<p>None</p>	<p>None</p>	<p>ERML Sportsman's Foundation, Inc. lost 6 shooting lanes when the DRC imposed changes in our submitted plans. We agree to keep all shooting lanes facing north and would like to have 2 to 4 lanes subdivided, while still maintaining a north orientation. This would increase our current 4 shooting lanes to a total of 6. The method of obtaining this configuration would be to put a berm, splitting the 2 ranges in half. We would also request a 5th range to the east of our current range configuration that would be designated pistol only. This additional range would be oriented north.</p>	<p>Add possibly one range to the west and double one range on east for pistols.</p>
<p>Overnight Camping</p>	<p>Overnight camping on the firearms range is prohibited.</p>	<p>Overnight camping is prohibited anywhere on the property.</p>	<p>ERML Sportsman's Foundation, Inc. would like to have the option to allow Security Personnel overnight privileges prior to and during major events. We feel like the presence of overnight Security Personnel is necessary to oversee and prevent theft and vandalism during stated major events.</p>	<p>Agreed to allow up to two (2) security personnel prior to and during major events.</p>
<p>Use of Property to the North</p>	<p>None</p>	<p>Any portion of the Estes property acquired by ERML must only be used as a buffer, not developed as part of the Range.</p>	<p>ERML will not commit to purchase the property and if they do, they want the ability to expand one of the ranges.</p>	<p>Open Issue</p>

Schedule of Improvements	Revised Site Plans submitted within 30 days, construction to commence within 2 years of Development Order.	Revised Site Plans to be submitted prior to conveyance, Buffer Construction to commence within 1 year of Development Order.	EMRL does not plan to use the current Development Order. They plan to reapply and will be charged the appropriate fee.	Open Issue
Impact of failure to acquire Estes Property	None	Should ERML fail to acquire the 40 +/- acre parcel identified by the Escambia County Property Appraiser as property reference# 24N311201000000, within 1 year after conveyance, the Reverter Clause will initiate development of a new Agreement between ERML and the County, that contains the same conditions at the restrictive covenants.	None	Open Issue
Conveyance of Property	None	Legal contract of conveyance containing restrictive covenants and reverter clause to be provided to neighbors for review at least 2 weeks prior to being presented to Commissioners.	None	Open Issue
Power Lines	None	Power Lines to be relocated from over the firing range to the right-of-way.	Agree, funding however is an issue.	ERML would like Gulf Power to relocate at Gulf Power's expense.
Lighting	None	None	Lighting in shooting areas.	Open

Randy Oliver

From: Mike Roberts [mrobertsins@bellsouth.net]
Sent: Tuesday, January 31, 2012 2:30 PM
To: Randy Oliver
Cc: District2; District1; District3; District4
Subject: RE: Gun Range

I indicated to Commissioner Robinson that ERML would like to have the option to stay open until 8 p.m. in the summer hours on one or two days through the week (our choice). As I mentioned to Commissioner Robinson, we would probably open later in the morning on those days to keep the expense down for our Safety Officer. During the summer months we are open for 10.5 hours per day. I still maintain we should be able to keep the range open from 8 a.m. to 8 p.m. to keep the scheduling simple. We would also like the option to open the range on Mondays when it falls on a holiday, other than Christmas, Thanksgiving, and Easter.

Two items that need to be brought to the attention to the Commissioners are:

1. Neighbors have no scientific data to base their complaint about noise other than "it's gunfire, so it must be loud. ERML has conducted no less than 4 noise studies and remitted them to the Commissioners showing noise is well below acceptable levels.
2. The paving of the road, in my opinion, would have been hard to justify without the traffic count of ERML.

I feel like ERML is the only one asked to make concessions. If memory serves me, according to the property tax roles, ERML was in operation prior to any property being transferred to the current occupant. The noise must not be too bad because J. W. Thompson has moved two time closer to the range.

It is ERML's hopes that the Commissioners will convey the property to ERML without any restriction so we can start our grant writing process to develop the range.

Sincerely,

Mike Roberts

Northwest Florida Insurance & Investments, Inc.
3581 Stratford Lane
Pace, FL 32571
Work: 850-995-5117
Cell: 850-380-6041
Email: mrobertsins@bellsouth.net

From: Randy Oliver [mailto:croliver@co.escambia.fl.us]
Sent: Tuesday, January 31, 2012 1:24 PM
To: Mike Roberts
Cc: Grover C. Robinson
Subject: Gun Range

Mike:

I had plan to use the handout presented at the least meeting with the neighbors, however, Commissioner Robinson indicated that ERML has modified their position somewhat since then. Commissioner Robinson specifically mention hours of operation. I am putting together a slide show for the Committee of the Whole and want to make sure the positions are correct. Consequently, I would appreciate your emailing any changes in position since the last meeting.

Thanks,

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.

No virus found in this message.

Checked by AVG - www.avg.com

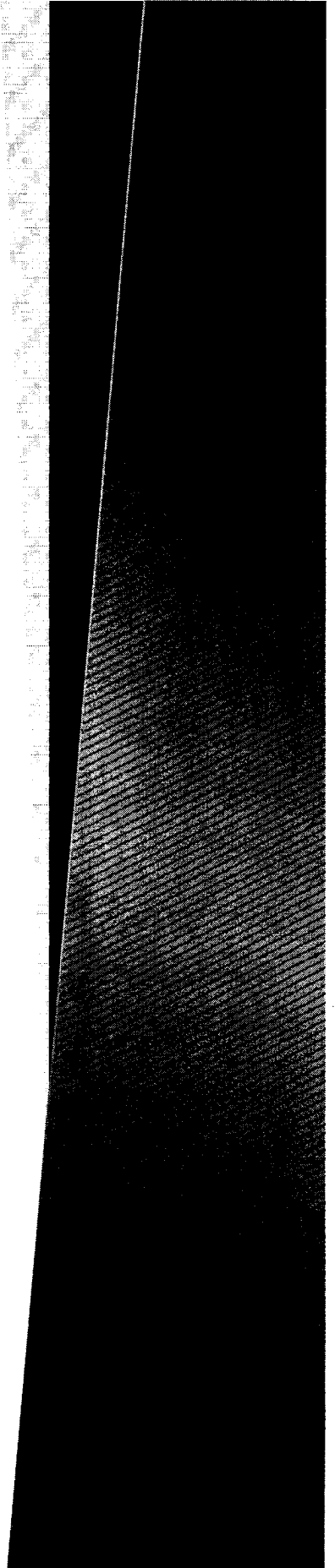
Version: 2012.0.1901 / Virus Database: 2109/4778 - Release Date: 01/31/12

Rocky Branch Road Neighbors' Views on ERML situation

- ERML's President, Mike Roberts himself, signed a Lease Agreement in May 2009 that represented the agreement reached between the neighborhood, ERML and Escambia County regarding the future of the Gun Range.
- In exchange for a 20 year lease, ERML committed to spending \$250K to improve the Range, to make is safer and quieter. To date **NO** safety or noise improvements have been made, other than the addition of a range safety officer. In fact, ERML balked at adding safety features deemed necessary by the DRC for Ranges ERML proposed that faced east and west, towards neighboring homes. Their reason – too expensive. If it's too expensive to improve the range at the size it is now, how can expanding the shooting ranges make it any easier to make the range safer?
- This Lease Agreement established the agreed-to hours of operation, and now ERML wants to increase those hours and shoot until 8:00 pm every day of the year. There are only 3 months out of the year that there is daylight until 8 pm. If ERML's members are unable to make it to the range to shoot before 6:30 (in the summer), then they have the option of coming on Saturday and Sunday. The range is already open both days, every weekend.
- ERML told the Board of County Commissioners that they needed to be given the property they now lease from the County so that they could acquire adjoining northern property to serve as a "buffer"; however, during meetings with the County Administrator and the neighbors, it was revealed that they actually intend to extend the shooting lanes and expand the range.
- ERML blames the neighbors for impeding the DRC process; however, they are the ones that submitted a design that included ranges shooting in four different directions towards neighboring homes. When they disagreed with the DRC's Development Order, they should have appealed; however, they allowed the 15 day appeal period to lapse and did nothing.
- ERML has asked for permission to install lights under the shooting stations, however during meetings with the County Administrator they revealed that they want to start shooting at night. To light the shooting lanes would be equivalent to lighting a football field.

Management Contract

Pensacola Civic Center



Term

- ▶ Three year contract commencing on October 1, 2012.
 - At the end of this term the County, at its sole discretion, may extend this contract for two (2) years.

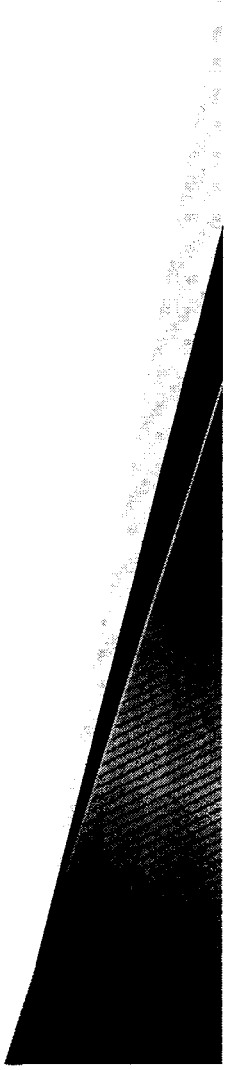
Base Fee

- ▶ \$175,500 with an annual escalator tied to CPI.
 - The increase cannot exceed 3% annually.

- ▶ The base fee under the current contract is \$175,420.

Existing Incentive Fee

- ▶ Currently, SMG may earn incentives up to a maximum of 100% of the annual base fee.
They are:
 - 25% of all gross revenues in excess of \$3,570,000 up to a maximum of \$100,000.
 - The maximum incentive may be earned in other areas if the gross revenues threshold is not met or is reduced.



Incentive Fee

- ▶ Under the new contract SMG will be able to earn two incentive fees up to a maximum of 150% of the base fee.
 - 5% fee on all food and beverage sales in the Civic Center.
 - Percentage of the reduction in the Civic Center's net loss from the average of the past two fiscal years

Amount of Improvement	Percentage Earned
\$0 - \$250,000	35%
Greater than \$250,000	40%

- In order to qualify for any incentive fee SMG must pass an annual facilities inspection.

Marketing and Promotions Fund

- ▶ SMG has earned but has not been paid incentive fees totaling about \$403,500.
- ▶ SMG has agreed to forego payment of these fees.
- ▶ The County will instead use these funds to establish a marketing and promotions fund that will be used to create or promote events for the Civic Center.
- ▶ If SMG's contract is terminated prior to the end of the contract period, the County will have to pay SMG the unamortized portion of the initial \$403,500 investment.

Other Considerations

- ▶ If the County waives any fees or makes any consideration for any organization or event other than for official County business, the County will pay the associated fees and costs from the Fourth Cent Tourist Development Tax.
- ▶ Although the terms of the new contract do not take effect until October 1, 2012, SMG has agreed to apply the new incentive terms to FY 2012.

Other Considerations

- ▶ If the management contract is not extended, the County will owe SMG a total of about \$265,500 which is the total amount of the incentive fees less the costs of a union dispute that occurred at the Civic Center.
- ▶ Furthermore the County will owe SMG for the unamortized portion of the marquees which will be \$207,760.

Sample Management Fee Calculation

Fee Calculation	No Reduction in Loss	\$250,000 Reduction in Loss
Base Fee	\$175,500	\$175,500
Incentive Fees:		
5% of Food & Beverage Revenue	50,606	50,606
Operating Loss Incentive	0	87,500
Total Fee	\$226,106	\$313,106

- ▶ Under the current contract the average earned management fee is about \$325,000 and the average net loss at the Civic Center was about \$1,437,000 for the last two years.

Addon #1 Com. Robertson

VERBAL TRAVEL AUTHORIZATION

On Monday, February 13, 2012, I will be driving to Tallahassee, Florida, with Larry Newsom, Assistant County Administrator, for a meeting with the Florida Department of Transportation Secretary Ananth Presad, and District Secretary Tommy Barfield to discuss the tolling of the Pensacola Bay Bridge. I will be driving over in the morning and returning late that afternoon.

I am requesting that Out-of-County travel be approved for this trip. Travel expenses will come from budgeted funds within Cost Center 110101, Object Code 54001.

Travel authorizations and reimbursements are in compliance with Florida Statutes, Chapter 112.061 "Per Diem and Travel Expenses", and the Board of County Commissioner's Policy "Out-of-County Travel, Section I, Part C.4".

Normally, a travel request would come before us in a regular Board meeting, however, this meeting came up after our last Board meeting and the meeting with Secretary Presad will take place before the next scheduled Board meeting. Therefore, by voting in the Committee of the Whole, it will be included in the Clerk's minutes that will be on the February 16, 2012 Board meeting for our approval.



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-2100 **Clerk & Comptroller's Report** **11. 1.**

BCC Regular Meeting

Meeting Date: 02/16/2012

Issue: Acceptance of Reports

From: Doris Harris

Organization: Clerk & Comptroller's Office

Information

Recommendation:

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

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

A. Payroll Expenditures for Pay Date February 3, 2012, in the amount of \$2,085,259.68;

B. The following two Disbursement of Funds:

(1) January 26, 2012, to February 1, 2012, in the amount of \$10,251,309.69; and

(2) February 2, 2012, to February 8, 2012, in the amount of \$2,387,518.54;

C. Tourist Development Tax Collections Data for the December 2011 returns received in the month of January 2012; this is the fourth month of collection in Fiscal Year 2012, and the total collected for the month of December 2011 was \$282,885, which is an 8.67% increase over collections during December 2010; budgeted revenues for the first four months, or 33.33%, of the Fiscal Year, are \$1,811,250, while actual Fiscal Year-to-Date collections are \$1,473,633;

D. Investment Report for month ended January 31, 2012; and
(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

E. Two Budget Comparison Reports as of January 31, 2012.
(TO BE DISTRIBUTED UNDER SEPARATE COVER)

Attachments

CR I-1



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

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

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

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

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

Pay Date: February 3, 2012

Check No:	\$0.00
Direct Deposits:	\$1,108,525.74
Total Deductions and Matching Costs:	\$976,733.94
Total Expenditures:	\$2,085,259.68

2012 FEB - 1 A 11: 08
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 THE BOARD OF
 COUNTY COMMISSIONERS



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:

01/26/12 to 02/01/12

DISBURSEMENTS

Computer check run of:

<u>02/01/12</u>	\$ <u>3,148,050.70</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Elected Official	\$ <u>6,871,369.25</u>
Preferred Governmental Claims	\$ <u>23,399.67</u>
Dental Insurance	\$ <u>50,233.19</u>
Credit Card Purchases	\$ <u>13,495.59</u>
Aero Training & Rental, Inc	\$ <u>144,761.29</u>

Total Disbursement by Wire

\$ 7,103,258.99

TOTAL DISBURSEMENTS

\$ 10,251,309.69

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.

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2012 FEB - 2 A 8:13
 BOARD OF COUNTY COMMISSIONERS



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
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 CIRCUIT CRIMINAL
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 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:

02/02/12 to 02/08/12

DISBURSEMENTS

Computer check run of:

<u>02/08/12</u>	\$ <u>2,135,452.30</u>
<u>L-Vendor</u>	\$ <u>75,187.59</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>37,854.26</u>
Credit Card Purchases	\$ <u>7,999.26</u>
Civic Center	\$ <u>85,265.58</u>
Pensacola Bay Area Chamber	\$ <u>10,716.46</u>
Perdido Key Chamber	\$ <u>35,043.09</u>

Total Disbursement by Wire \$ 176,878.65

TOTAL DISBURSEMENTS **\$ 2,387,518.54**

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.

ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2012 FEB - 8 P 2: 28
 THE BOARD OF
 COUNTY COMMISSIONERS



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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners
FROM: Ernie Lee Magaha
 Clerk of the Circuit Court and Comptroller

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

2012 FEB - 9 P 1:00
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.

DATE: February 9, 2012
SUBJECT: Tourist Development Tax (TDT) Collections

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2011 returns received in the month of January 2012, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the fourth month of collection in fiscal year 2012.

- ✓ Total collected for the month of December 2011 was \$282,885. This is an 8.67% increase over collections during December 2010.
- ✓ The Board is four months into the fiscal year, which is 33.33% of the year. Budgeted revenues for 33.33% of the fiscal year are \$1,811,250, while actual fiscal year-to-date collections are \$1,473,633.

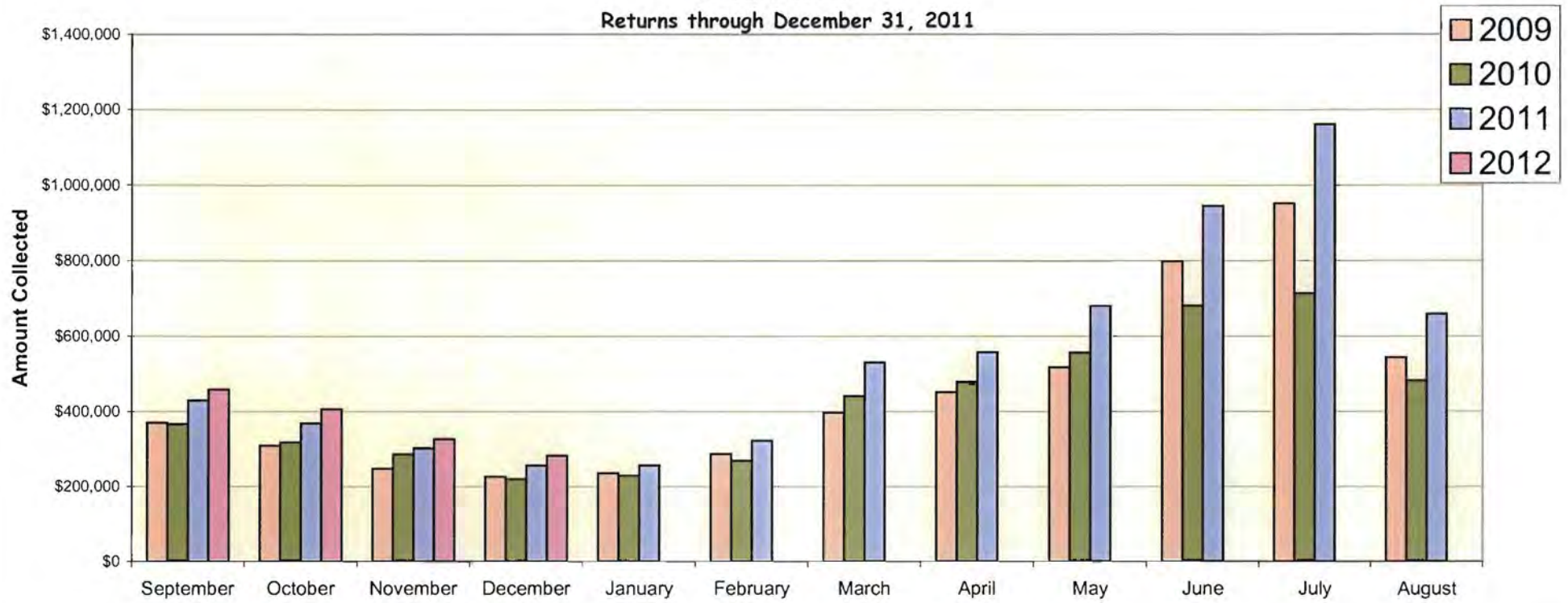
Please feel free to call me if you have any questions.

PLS/nac

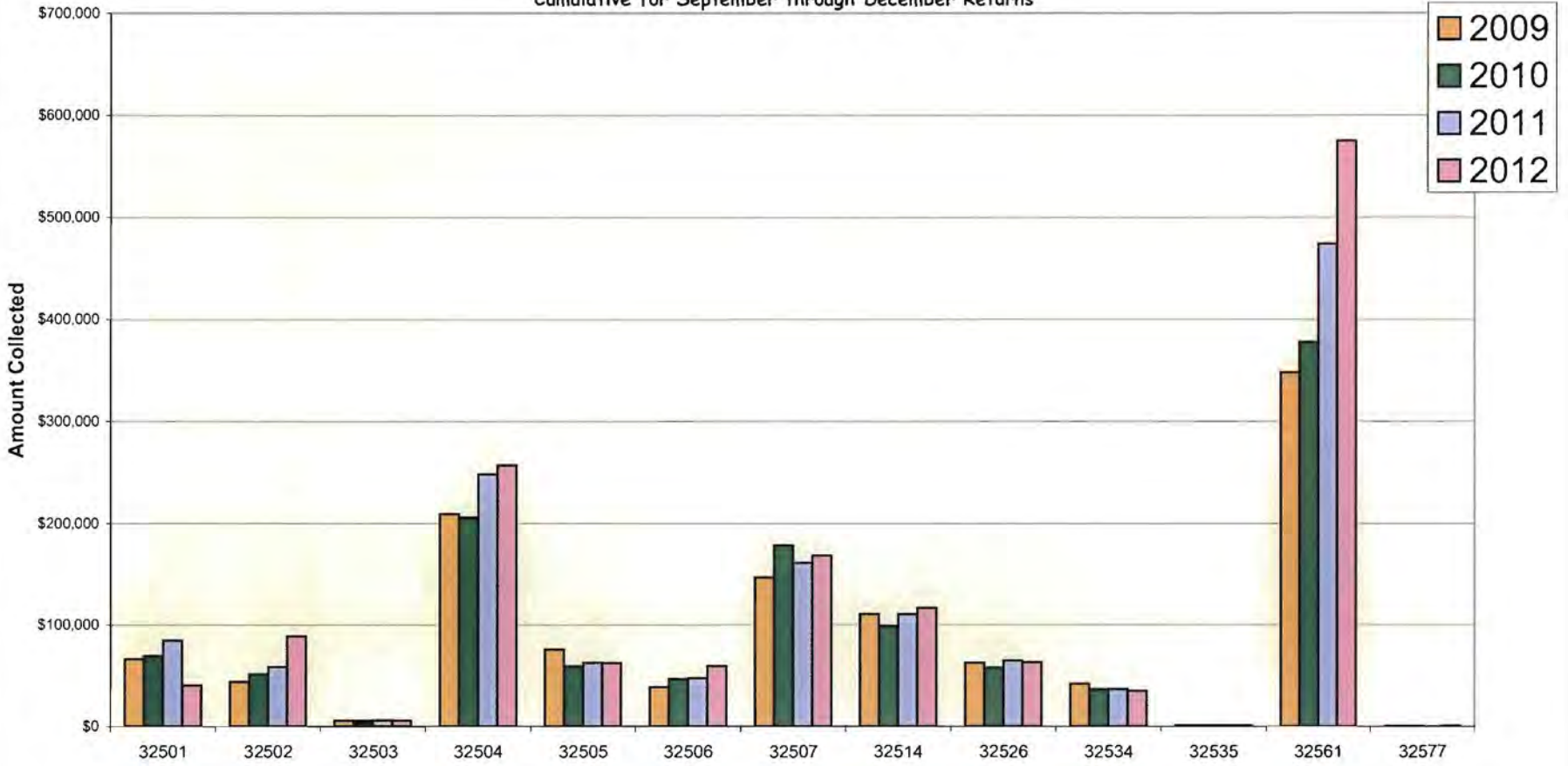
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF JANUARY 31, 2012

Zip Code	Fiscal Year 2012	Fiscal Year 2011	Difference	% Change
	YTD Collected	YTD Collected		
32501	40,366	84,713	(44,347)	-52%
32502	88,755	58,628	30,127	51%
32503	5,723	5,982	(259)	-4%
32504	257,239	248,365	8,874	4%
32505	62,465	62,619	(155)	0%
32506	59,392	47,642	11,750	25%
32507	168,326	161,216	7,110	4%
32514	116,872	110,552	6,320	6%
32526	63,166	64,809	(1,643)	-3%
32534	34,835	36,472	(1,637)	-4%
32535	731	778	(47)	-6%
32561	575,239	474,316	100,922	21%
32562	-	-	-	0%
32577	525	-	525	100%
Total	\$ 1,473,633	\$ 1,356,092	\$ 117,541	9%

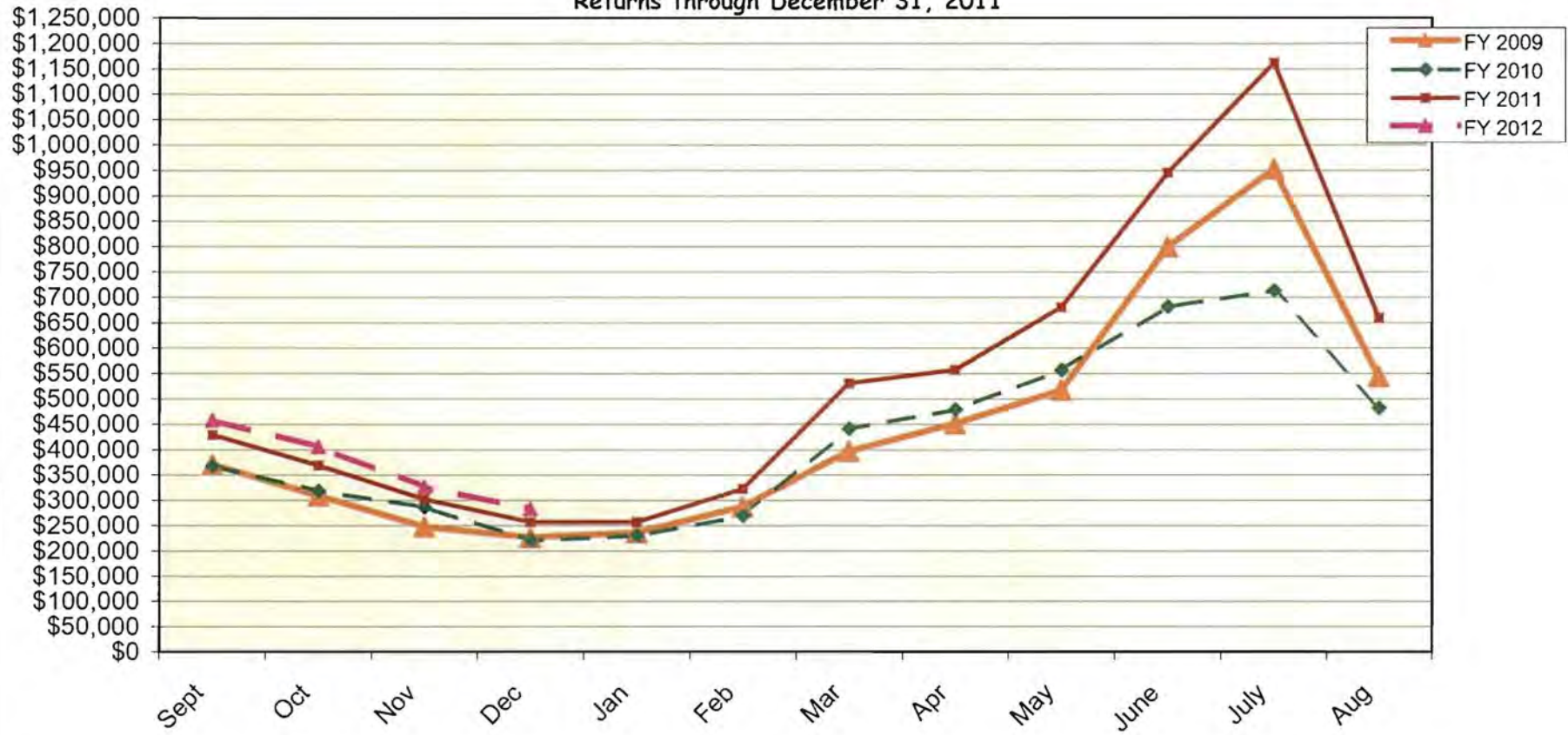
Tourist Development Tax Collections
Fiscal Year 2012
Returns through December 31, 2011



Tourist Development Tax Collections
 Comparison on a Monthly Basis
 Cumulative for September through December Returns



TOURIST DEVELOPMENT TAX
4 YEAR TRENDLINE
Fiscal Year 2012
Returns through December 31, 2011



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2012
 AS OF JANUARY 31, 2012

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 Including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/11	10,252	2%	21,587	5%	1,621	0%	66,469	15%	18,229	4%
11/11	11,569	3%	26,077	6%	1,654	0%	67,517	17%	13,639	3%
12/11	10,117	3%	23,673	7%	1,669	1%	65,599	20%	16,934	5%
01/12	8,427	3%	17,418	6%	780	0%	57,653	20%	13,662	5%
Total	\$ 40,366	3%	88,755	6%	\$ 5,723	0%	\$ 257,239	17%	\$ 62,465	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/11	18,032	4%	68,744	15%	29,674	6%	15,323	3%	8,636	2%
11/11	15,074	4%	45,371	11%	30,181	7%	15,055	4%	8,914	2%
12/11	14,538	4%	27,295	8%	29,083	9%	15,684	5%	8,510	3%
01/12	11,748	4%	26,916	10%	27,933	10%	17,104	6%	8,774	3%
Total	\$ 59,392	4%	\$ 168,326	11%	\$ 116,872	8%	\$ 63,166	4%	\$ 34,835	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/11	162	0%	199,210	43%	-	0%	244	0%	458,182	100%
11/11	359	0%	170,514	42%	-	0%	180	0%	406,106	100%
12/11	141	0%	113,216	35%	-	0%	1	0%	326,460	100%
01/12	70	0%	92,299	33%	-	0%	100	0%	282,885	100%
Total	\$ 731	0%	\$ 575,239	39%	\$ -	0%	\$ 525	0%	1,473,633	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBA COUNTY FLORIDA
 FISCAL YEAR 2011
 AS OF JANUARY 31, 2011

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 Including Airport Area	% OF Total	South of Michlgan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/10	21,896	5%	17,684	4%	1,722	0%	70,447	16%	18,874	4%
11/10	23,789	6%	14,335	4%	1,948	1%	69,705	19%	18,057	5%
12/10	21,317	7%	15,137	5%	1,569	1%	57,187	19%	12,376	4%
01/11	17,711	7%	11,472	4%	743	0%	51,025	20%	13,312	5%
Total	\$ 84,713	6%	\$ 58,628	4%	\$ 5,982	0%	\$ 248,365	18%	\$ 62,619	5%

Month of Collection	Zip Code									
	32506		32507		32514		32525		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/10	11,393	3%	60,796	14%	30,769	7%	16,363	4%	9,402	2%
11/10	11,703	3%	41,428	11%	29,710	8%	11,481	3%	9,788	3%
12/10	14,069	5%	30,736	10%	24,728	8%	20,226	7%	7,346	2%
01/11	10,477	4%	28,256	11%	25,345	10%	16,739	7%	9,937	4%
Total	\$ 47,642	4%	\$ 161,216	12%	\$ 110,552	8%	\$ 64,809	5%	\$ 36,472	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/10	220	0%	169,567	40%	-	0%	-	0%	429,133	100%
11/10	257	0%	136,086	37%	-	0%	-	0%	368,286	100%
12/10	234	0%	97,021	32%	-	0%	-	0%	301,946	100%
01/11	67	0%	71,643	28%	-	0%	-	0%	256,727	100%
Total	\$ 778	0%	\$ 474,316	35%	\$ -	0%	\$ -	0%	\$ 1,356,092	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2003-2012									
Month Of Collection	For The Month Of										
		2003*	2004*	2005*	2006*	2007*	2008*	2009*	2010*	2011*	2012*
OCT	SEP	193,564	224,446	248,504	302,728	245,125	288,077	277,444	274,902	321,850	343,637
NOV	OCT	190,161	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579
DEC	NOV	156,742	182,428	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845
JAN	DEC	129,124	143,891	208,669	198,766	179,798	163,665	169,734	164,750	192,546	212,164
TOTAL		669,591	762,281	904,071	993,246	862,507	896,538	863,907	892,551	1,017,069	1,105,225

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

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2003-2012									
Month Of Collection	For The Month Of										
		2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
OCT	SEP	61,683	72,025	80,772	100,760	81,708	96,026	92,482	91,634	107,283	114,546
NOV	OCT	61,914	68,243	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526
DEC	NOV	51,137	59,544	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615
JAN	DEC	41,904	46,802	69,486	65,960	59,933	54,555	56,578	54,917	64,182	70,721
TOTAL		216,637	246,614	298,488	330,273	287,502	298,846	287,969	297,517	339,023	368,408

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



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-2102

Clerk & Comptroller's Report 11. 2.

BCC Regular Meeting

Meeting Date: 02/16/2012

Issue: Acceptance of Documents

From: Doris Harris

Organization: Clerk & Comptroller's Office

Information

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 original *State Financial Assistance Agreement, DEP Agreement No. LP8914, Escambia County, Amendment No. 2*, based on the Board's November 6, 2008, action regarding a \$200,000 Grant from the Florida Department of Environmental Protection (DEP) for Escambia Bay PCB (Polychlorinated Biphenyl) Remediation Project, as executed by the Chairman on January 17, 2012, and received in the Clerk to the Board's Office on February 6, 2012.

Attachments

CR I-2

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

30. Taking the following action concerning the surplus and sale of real property located at West Intendencia Street:

2016

- A. Declaring surplus the Board's real property, Account Number 15-3333-000, Reference Number 00-0S-00-9080-060-113, acquired in 1944 by Chancery Order, and offer it to the adjacent property owners;
- B. Authorizing the private sale of the property to the adjacent property owner with the highest offer received, above the minimum bid of \$100, in accordance with Section 46-131 Escambia County Code of Ordinances, without further action of the Board; and
- C. Authorizing the Chairman to sign all documents related to the sale.

31. Taking the following action regarding a \$200,000 Grant from the Florida Department of Environmental Protection (DEP) for the Escambia Bay PCB (Polychlorinated Biphenyl) Remediation Project; this grant award provides \$200,000 for the Escambia Bay PCB Remediation Project; no new County matching funds will be required; the County's \$200,000 match requirement will be satisfied by one of the water quality improvement projects in the Escambia Bay Watershed that the County has already planned, funded, and scheduled for construction:

2016

- A. Approving the State Financial Assistance Agreement from the Florida Department of Environmental Protection, DEP Agreement No. LP8914; and
- B. Authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents, including no-cost extensions.



Florida Department of Environmental Protection

Bob Marlinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

FED EX DELIVERY - SIGNATURE REQUIRED

FEB 01 2012

Mr. Ernie Lee Magaha
Escambia County Clerk of the Circuit Court
190 Governmental Center
Pensacola, Florida 32502

Re: LP8914 - Escambia County
Escambia Bay PCB Remediation

Dear Mr. Magaha:

Enclosed is one original of Amendment 2 to the County's surface water improvement project. The amendment reallocates the budget for the project. The amendment is now in effect.

If we may be of further assistance, please contact Dawn Walker at 850/245-8358.

Sincerely,

Phil Coram, P.E., Deputy Director
Division of Water Resource Management

PC/dw

Enclosure

cc: Honorable Wilson Robertson - Escambia County Board of County Commissioners
Taylor Kirschenfeld - Escambia County
Albert Kyles - Escambia County

2012 FEB -6 P 2:54
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL.



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

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

AI-2111 **Clerk & Comptroller's Report** **11. 3.**
BCC Regular Meeting
Meeting Date: 02/16/2012
Issue: Minutes and Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

Information

Recommendation:

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 2, 2012; and
 - B. Approve the Minutes of the Regular Board Meeting held February 2, 2012.
-

Attachments

CR I-3

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD FEBRUARY 2, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 9:28 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1
Commissioner Gene M. Valentino, Vice Chairman, District 2
Commissioner Kevin W. White, District 5
Commissioner Grover C. Robinson IV, District 4
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
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office

Absent: Commissioner Marie K. Young, District 3

1. FOR INFORMATION: The agenda package for the 5:30 p.m., February 2, 2012, Regular Board Meeting, was reviewed as follows:
 - A. County Administrator Oliver, County Attorney Rogers, Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, Joy D. Blackmon, Public Works Department Director, and Larry Goodwin, Real Estate Acquisition 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, and County Attorney Rogers reviewed the Growth Management Report;
 - D. County Administrator Oliver, County Attorney Rogers, and Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Valentino and Commissioner Robertson each reviewed his add-on item.

AGENDA WORK SESSION: FEBRUARY 2, 2012

NAME

DEPARTMENT/AGENCY

1	LLOSD KERR	OSD
2	Daniel Spillman	ECFR
3	Mike Weaver	MD PS
4	Jon Farrell	HR
5	Amy Long	MBS
6	Susan Hendrix	CAO
7	John Sims	ECFR
8	Larry Aiken	ECSD
9	Barbara Mayall	Citizen City/City
10	Charlene Sumner	Parish
11	Jay M. J.	
12	JEFF CASBY	SELF
13	Steve Littlejohn	EEO
14	Prof Johnson	DTM
15	Keith Wilkins	C+E
16	Dianne Simpson	Legal
17	Quinn Jones	3CC Dist.
18	John Doe	PW
19	Alana Cant	CA
20	Ruthy Kitchens	ERML
21	Kris Kitchens	ERML
22	DeWald	FACILITIES MGR
23	Wes Moreno	P/W
24	LARRY GOODWIN	P/W
25	Cam Johnson	PIO
26	Kelly Cooky	PIO
27	Allison King	DSB
28	Jamie Hope	PNJ
29	Paul Truby	CAO
30	J. Braynell	ECC-01

AGENDA WORK SESSION: February 6, 2012

NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	Dottie Dubuisson	—
2	Marilyn Wesley	DCA
3	Suzanne Hoet	SWM/PBA/CFE
4	DAVID Morgan	ESD
5	Cheryl A. Watson	SWMD
6	Arcadio D. Ali	Director
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AGENDA WORK SESSION: FEBRUARY 2, 2012

NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	<i>Doris Harris</i>	<i>Clerk to the Board</i>
2	<i>Patty Sheldon</i>	<i>Clerk + Comptroller Finance</i>
3	RANDY OLIVER	COUNTY ADMIN.
4	<i>Deby Witterstack</i>	CAO
5	<i>Wilson Robertson</i>	BCC
6	<i>Jane M. Valente</i>	BCC
7	<i>Jim Cal</i>	BCC
8	KEVIN W WHITE	BCC
9	<i>Alison Rogers</i>	<i>City Atty.</i>
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2118

County Administrator's Report 11. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2012

Issue: CRA Meeting Minutes January 19, 2012

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

Information

RECOMMENDATION:

Recommendation Concerning CRA Meeting Minutes January 19, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the January 19, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Clara Long, Urban Planner II, CRA.

BACKGROUND:

On January 19, 2012, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

Minutes January 19, 2012

MINUTES Escambia County
Community Redevelopment Agency
January 19, 2012–Time 8:45 a.m.
221 Palafox Place, First Floor
BCC Meeting Room
Pensacola, Florida 32502

Present: Chair Marie Young
Vice Chair Gene M. Valentino
Commissioner Wilson Robertson
Commissioner Grover Robinson, IV
Commissioner Kevin White

Staff Present: Mr. Charles R. "Randy" Oliver, County
Administrator
Eva Peterson, Division Manager
Keith Wilkins, Department Director

Attendees: Mrs. Alison Rogers

1. Call to Order.

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

2. Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

3. Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff requests the Escambia County CRA take the following actions:

A. Accepting, for filing with the Board's Minutes, the November 17, 2011, CRA meeting minutes prepared by Clara Long, Urban Planner II;

B. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Litedra Burgess, owner of commercial property located at 919 West Michigan Avenue, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of \$619, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for replacing the windows, doors, and painting the exterior building;

C. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Ball Bushing

Warehouse, LLC, owner of commercial property located at 3825 West Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$9,525, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for installing a new stucco facing, new storm windows and a glass door in front of the building;

D. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Kerr Treehouse, Inc., owner of commercial property located at 3912 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the installation of a new sign;

E. That the Board accept, for filing with the January 19, 2012, Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) 2011 Annual Report;

F. That the Board take the following action concerning the Enterprise Zone Development Agency (EZDA) Board Appointments:

1. Appoint Teresa Frye, Mortgage Loan Officer, Navy Federal Credit Union, to fill the vacant Vice Chair position effective immediately. She will automatically be promoted to Chair on October 30, 2012;

2. Appoint Scott Luth, Senior Vice President of Economic Development, Pensacola Bay Area Chamber of Commerce, to replace Bridgette Price and serve a four-year term as a Representative from the local chamber, effective immediately. His term will expire October 30, 2015;

3. Reappoint Jaunita Williams, President of Edgewater Homeowners' Association & Neighborhood Watch (HA&NW), to serve a four-year term as a resident living in the Enterprise Zone (EZ), effective immediately. Her term will expire October 30, 2015;

4. Reappoint Chief Deputy Larry Aiken, Escambia County Sheriff's Office, to serve a four-year term as a Representative from the local law enforcement agency, effective immediately. His term will expire October 30, 2015;

5. Reappoint Susan Nelms, Executive Director, Workforce Escarosa, Inc., to serve a four-year term as a Representative from the local workforce development agency, effective immediately. Her term will expire October 30, 2015; and

G. Authorizing the Chairman to sign the Funding Agreements and any related documents necessary to implement the Grant awards.

Motioned by Commissioner Kevin White, Seconded by Vice Chair Gene M. Valentino
Motion to approve items A thru G

Vote: 5 - 0 - Unanimously

4. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2099

County Administrator's Report 11. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2012

Issue: License Agreement to Access a Vacant Lot Owned by the City of Pensacola

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the License Agreement to Access a Vacant Lot Owned by the City of Pensacola - Keith Wilkins, REP, Community & Environment Department Director

That the Board acknowledge that the License Agreement between the City of Pensacola and Escambia County for access to a vacant lot owned by the City of Pensacola, approved by the Board on January 19, 2012, has been corrected to reflect that the contractor is Cameron-Cole, LLC, and not Cardno TBE.

BACKGROUND:

On January 19, 2012, the Board approved a License Agreement for the County to conduct Environmental Site Assessment on a vacant lot, located off Government Street, owned by the City of Pensacola. The name of the designated contractor was incorrect. The name and contact information of the correct contractor is as follows:

Cameron-Cole LLC
200 East Government Street, Suite 100
Pensacola, Florida 32502
Attn: John Bondurant
850-434-1011
jbondurant@cameron-cole.com

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle all necessary tasks to make the change.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

CED/CRA staff will coordinate the correction to the License Agreement

Attachments

Resume City

Correct Contractor Name

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

- * 5. Recommendation: That the Board take the following action concerning the *License Agreement* between the City of Pensacola and Escambia County for access authorization to a vacant lot owned by the City of Pensacola off Government Street; this *License Agreement* grants the County permission to enter the City parcel down gradient of the former County Mosquito Control facility in order to install a groundwater monitoring well:

- A. Approve the *License Agreement*; and
- B. Authorize the Chairman to sign the *License Agreement* and all relating documents.

Approved 5-0

6. Recommendation: That the Board take the following action concerning the *License Agreement* between Kenneth A. Jernigan and Escambia County for access authorization to 300 East Highway 4, Century, Florida, for the purpose of conducting environmental site assessment on potential and/or suspected environmental contamination:

- A. Approve the *License Agreement*; and
- B. Authorize the Chairman to sign the *License Agreement* and all relating documents.

Approved 5-0

7. Recommendation: That the Board take the following action concerning the Escambia County Board of County Commissioners Application for Voluntary Cleanup Tax Credits (VCTC) through the Florida Department of Environmental Protection (FDEP) for the environmental remediation of hazardous contamination at the former Escambia County Mosquito Control Facility located at 603 West Romana Street:

- A. Approve the Application to FDEP for VCTC, in the amount of \$143,489.86, for the former Mosquito Control Facility located at 603 West Romana Street; and
- B. Authorize the Chairman to sign the Application and all relating documents.

Approved 5-0

TO LICENSEE:

Escambia County Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502
Attention: Glenn Griffith
850-595-3217

TO LICENSEE'S CONTRACTOR:

Cameron-Cole, LLC
200 East Government Street, Suite 100
Pensacola, Florida 32502
Attention: John Bondurant
850-434-1011
jbondurant@cameron-cole.com

TO LICENSOR:

City of Pensacola
Attention: City Attorney & City Engineer
222 West Main Street
Pensacola, Florida 32502
850-435-1615

Notices shall be delivered in person or by U. S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered the next day. Each party may change its address from time to time by written notice given to the other as specified above.

7. Compliance with Laws. Licensee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations, and shall obtain all permits applicable to its proposed use of the Property

8. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior oral and written agreements between them regarding the access and use of the Property. This Agreement may be modified only by an amendment in writing, dated and signed by each party after the date of this Agreement.

9. Ownership of Property. Licensor warrants that it is the owner of the Property and has the right to grant the permission to access and use the Property as contemplated in this Agreement.

10. Liability. The execution of this License Agreement is not intended, nor should it be construed, as an admission of liability on the part of either party or their successors and assigns for any contamination discovered on the Property.

11. Miscellaneous. The captions, headings, and paragraph titles in this Agreement are for convenience or reference only, and are not intended in any way to restrict, affect or interpret

TO LICENSEE:

Escambia County Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502
Attention: Glenn Griffith
850-595-3217

TO LICENSEE'S CONTRACTOR:

Cardno TBE
2804 Remington Green Circle, Suite 4
Tallahassee, Florida 32308
Attention: Roger Register
850-385-8232
Roger.Register@Cardnotbe.com

TO LICENSOR:

City of Pensacola
Attention: City Attorney & City Engineer
222 West Main Street
Pensacola, Florida 32502
850-435-1615

Notices shall be delivered in person or by U. S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered the next day. Each party may change its address from time to time by written notice given to the other as specified above.

7. Compliance with Laws. Licensee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations, and shall obtain all permits applicable to its proposed use of the Property

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10. Liability. The execution of this License Agreement is not intended, nor should it be construed, as an admission of liability on the part of either party or their successors and assigns for any contamination discovered on the Property.

11. Miscellaneous. The captions, headings, and paragraph titles in this Agreement are for convenience or reference only, and are not intended in any way to restrict, affect or interpret



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2078

County Administrator's Report 11. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2012

Issue: License Agreement to Access a Vacant Lot at 300 East Highway 4, Century, Florida

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the License Agreement to Access a Vacant Lot at 300 East Highway 4, Century, Florida - Keith Wilkins, REP, Community & Environment Department Director

That the Board acknowledge that the License Agreement between Kenneth A. Jernigan and Escambia County for access to property located at 300 East Highway 4, Century, Florida, approved by the Board on January 19, 2012, has been corrected to reflect that the contractor is Cameron-Cole, LLC, and not Cardno TBE.

BACKGROUND:

On January 19, 2012, the Board approved a License Agreement for the County to conduct Environmental Site Assessment at 300 East Highway 4, Century, Florida. The name of the designated contractor was incorrect. The name and contact information of the correct contractor is as follows:

Cameron-Cole LLC
200 East Government Street, Suite 100
Pensacola, Florida 32502
Attn: John Bondurant
850-434-1011
jbondurant@cameron-cole.com

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle all necessary administrative tasks to make the change.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

CED/CRA staff will coordinate the correction to the License Agreement.

Attachments

Correct Contractor Name

Resume Highway 4

TO LICENSEE:

Escambia County Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502
Attention: Glenn Griffith
850-595-3217

TO LICENSEE'S CONTRACTOR:

Cameron-Cole, LLC
200 East Government Street, Suite 100
Pensacola, Florida 32502
Attention: John Bondurant
850-434-1011
jbondurant@cameron-cole.com

TO LICENSOR:

City of Pensacola
Attention: City Attorney & City Engineer
222 West Main Street
Pensacola, Florida 32502
850-435-1615

Notices shall be delivered in person or by U. S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered the next day. Each party may change its address from time to time by written notice given to the other as specified above.

7. Compliance with Laws. Licensee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations, and shall obtain all permits applicable to its proposed use of the Property

8. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior oral and written agreements between them regarding the access and use of the Property. This Agreement may be modified only by an amendment in writing, dated and signed by each party after the date of this Agreement.

9. Ownership of Property. Licensor warrants that it is the owner of the Property and has the right to grant the permission to access and use the Property as contemplated in this Agreement.

10. Liability. The execution of this License Agreement is not intended, nor should it be construed, as an admission of liability on the part of either party or their successors and assigns for any contamination discovered on the Property.

11. Miscellaneous. The captions, headings, and paragraph titles in this Agreement are for convenience or reference only, and are not intended in any way to restrict, affect or interpret

TO LICENSEE:

Escambia County Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502
Attention: Glenn Griffith
850-595-3217

TO LICENSEE'S CONTRACTOR:

Cardno TBE
2804 Remington Green Circle, Suite 4
Tallahassee, Florida 32308
Attention: Roger Register
850-385-8232
Roger.Register@Cardnotbe.com

TO LICENSOR:

City of Pensacola
Attention: City Attorney & City Engineer
222 West Main Street
Pensacola, Florida 32502
850-435-1615

Notices shall be delivered in person or by U. S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered the next day. Each party may change its address from time to time by written notice given to the other as specified above.

7. Compliance with Laws. Licensee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations, and shall obtain all permits applicable to its proposed use of the Property

8. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior oral and written agreements between them regarding the access and use of the Property. This Agreement may be modified only by an amendment in writing, dated and signed by each party after the date of this Agreement.

9. Ownership of Property. Licensor warrants that it is the owner of the Property and has the right to grant the permission to access and use the Property as contemplated in this Agreement.

10. Liability. The execution of this License Agreement is not intended, nor should it be construed, as an admission of liability on the part of either party or their successors and assigns for any contamination discovered on the Property.

11. Miscellaneous. The captions, headings, and paragraph titles in this Agreement are for convenience or reference only, and are not intended in any way to restrict, affect or interpret

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. **Recommendation:** That the Board take the following action concerning the *License Agreement* between the City of Pensacola and Escambia County for access authorization to a vacant lot owned by the City of Pensacola off Government Street; this *License Agreement* grants the County permission to enter the City parcel down gradient of the former County Mosquito Control facility in order to install a groundwater monitoring well:

- A. Approve the *License Agreement*; and
- B. Authorize the Chairman to sign the *License Agreement* and all relating documents.

Approved 5-0

- * 6. **Recommendation:** That the Board take the following action concerning the *License Agreement* between Kenneth A. Jernigan and Escambia County for access authorization to 300 East Highway 4, Century, Florida, for the purpose of conducting environmental site assessment on potential and/or suspected environmental contamination:

- A. Approve the *License Agreement*; and
- B. Authorize the Chairman to sign the *License Agreement* and all relating documents.

Approved 5-0

7. **Recommendation:** That the Board take the following action concerning the Escambia County Board of County Commissioners Application for Voluntary Cleanup Tax Credits (VCTC) through the Florida Department of Environmental Protection (FDEP) for the environmental remediation of hazardous contamination at the former Escambia County Mosquito Control Facility located at 603 West Romana Street:

- A. Approve the Application to FDEP for VCTC, in the amount of \$143,489.86, for the former Mosquito Control Facility located at 603 West Romana Street; and
- B. Authorize the Chairman to sign the Application and all relating documents.

Approved 5-0



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2057

County Administrator's Report 11. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2012

Issue: Disposition of Surplus County Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Office of Purchasing - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Request for Disposition of Property Form for the Office of Purchasing for one computer (SX280), one typewriter (IBM Electric) and one Infocus Projector, which are described and listed on the Request for Disposition of Property Form with the reasons for disposition stated. The items are to be properly disposed.

BACKGROUND:

Surplus Property for the Office of Purchasing for property which is described and listed on the Request for Disposition Form with Bureau and reasons stated.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

NA

Attachments

Request for Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Office of Management and Budget Svc COST CENTER NO: 140701

Office of Purchasing _____ DATE: 1-17-2012

Property Custodian (PRINT FULL NAME) _____
 Property Custodian (Signature): Chudra Simms Phone No: 595-4943

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54005	SX280 Computer	DD94M71	SX280	2005	obsolete
N	32462	IBM Typewriter Electric	6021341	67471005	1986	obsolete
N	51810	Infocus Projector	1SAEWR30100173	LP70	2003	obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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

Computer is Ready for Disposition
 Date: 1/17/2012 Information Technology Technician Signature: Christopher McGraw

TO: County Administration Date: 1/17/12
 FROM: Escambia County Bureau Bureau Chief (Signature): Amy Lovoy
 Bureau Chief (Print Name): Amy Lovoy, Department Director

RECOMMENDATION: Date: 1/20/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver, ~~CLERK~~
 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-2064

County Administrator's Report 11. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2012

Issue: Request for Disposition of Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Management & Budget Services Department - Amy Lovoy, Management & Budget Services Department Director

That the Board approve the Request for Disposition of Property Form for the Management and Budget Services Department, for property which is described and listed on the Request Form, with reason for disposition stated. This property is to be auctioned as surplus or properly disposed of.

BACKGROUND:

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 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 Statute 274.07 and BCC Policy B-1,2, Section II, 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 Management & Budget Service Department's inventory.

Attachments

Disposition Form

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Management & Budget Services COST CENTER NO: 140201

Bernie Gangloff DATE: 23-Jan-12
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Bernie Gangloff* Phone No: 595-4960

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53713	Computer	2284Y61	SX280	2005	Bad
Y	54106	Computer	FW83181	SX280	2005	Bad
Y	54559	Computer	2MW8N81	SX280	2005	Bad

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): *Christopher M. McGraw*
 Print Name

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

Computer is Ready for Disposition

Date: 1/23/12 Information Technology Technician Signature: *Christopher M. McGraw*

TO: County Administration Date: January 23, 2012
 FROM: Escambia County Dept. Director (Signature): *Amy Lovoy*
 Director (Print Name): Amy Lovoy

RECOMMENDATION: Date: 1/24/12
 TO: Board of County Commissioners
 FROM: County Administration *Charles R. Oliver*
 Charles R. "Randy" Oliver, ~~County Administrator~~
 County Administrator or designee

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

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

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2130

County Administrator's Report 11. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2012

Issue: 5:33 p.m. Public Hearing Request - Heritage Woods Subdivision Street Lighting MSBU

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning a 5:33 p.m., Public Hearing Request for the Heritage Woods Subdivision Street Lighting MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on March 1, 2012, at 5:33 p.m., to consider adoption of an Ordinance creating the Heritage Woods Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property owners in Heritage Woods have submitted a petition requesting the creation of an MSBU. The petition is sufficient to meet the MSBU Guidelines and Procedures because greater than fifty-five percent of property owners signed in approval.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2110

County Administrator's Report 11. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2012

Issue: Disposition of Property for the Public Safety Department

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

Information

RECOMMENDATION:

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

That the Board approve the Request for Disposition of Property Form 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 Form 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

Property Disposition Public Safety 020212

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Public Safety COST CENTER NO: 330206

John Sims DATE: 30-Jan-12

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	502018	Ford F-150 Truck Pickup	2FTRX18W6XCA41916	F150	1999	Poor
Y	38351	SUV Jeep	1J4FJ28S2ML637091	XJL74	1991	Poor
Y	502016	FORD TAURUS SEDAN	1FAPP53U8XA183126	TAURUS	1999	Poor
N	501125	Truck Air 95'	46JDBBA85M10035736	LO93 91	1991	Poor
N	502019	Ford F-150 Truck Pickup	2FTRX18W2XCA41914	F150	1999	Poor
N	502118	Crown Victoria Sedan	2FAPP71W7YX199504	Crown Vic	2000	Poor


Disposal Comments: To be sold at 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: 2/1/11
FROM: Public Safety Department Department Director 

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 2/2/12

TO: Board of County Commissioners
FROM: County Administration
Charles R. Oliver
Charles R. "Randy" Oliver, ~~Chair~~
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-2140

County Administrator's Report 11. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2012

Issue: Disposition of Property

From: David Musselwhite

Organization: Information Technology

CAO Approval:

Information

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 Disposition Form, with reason for disposition stated. The item is to be auctioned as surplus or properly disposed.

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 FS 274.07 and BCC 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 Department 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-53236](#)

**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: 1/30/2012
 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	53236	3 Panel Display	1813303876 / 77 / 78	C18	2004	Bad

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher M'Graw
 Christopher M'Graw

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

Computer is Ready for Disposition

Date: 1-30-12 Information Technology Technician Signature: Christopher M'Graw

TO: County Administration Date: _____
 FROM: Escambia County Department Department Director (Signature): David Musselwhite

Department Director (Print Name) David Musselwhite

RECOMMENDATION: Date: 2/2/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 County Administrator or designee

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

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2079

County Administrator's Report 11. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2012

Issue: Corrections Department - Request for Disposition of Property

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

Information

RECOMMENDATION:

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

That the Board approve the Request for Disposition of Property Form for the Corrections Department, Road Prison Division for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or properly disposed.

BACKGROUND:

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

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Request for Disposition of Property Form

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Corrections Department COST CENTER NO: 290202

Gordon C. Pike - Road Prison DATE: 2/8/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3100

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58471	Sedan-Ford	2FAFP71W9YX199506	Crown Vic	2000	Fair


Disposal Comments: _____

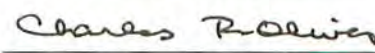
INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

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: 2/08/2013
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name): Gordon C Pike

RECOMMENDATION: Date: 2/9/11
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver, ~~CPA~~
 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-2173

County Administrator's Report 11. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2012

Issue: Expansion of Governmental Center Overlay District Boundaries

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Proposal to Update Existing Governmental Center District, Including Expansion of District Boundaries and Creation of Maritime Redevelopment District - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board authorize the County Administrator to sign the letter expressing Escambia County's consideration, review and finding of no objection to a proposal to update the existing Governmental Center District located in downtown Pensacola, to include expansion of District Boundaries and creation of a Maritime Redevelopment District.

BACKGROUND:

In 1979, a Governmental Center District overlay was adopted by the City and the State Legislature designated an Authority to fund the construction of the State Building, Judicial Center and City Hall. In 2004, the Legislature abolished the Authority making the District defunct.

The City now proposes to update the existing Governmental Center District by expanding its boundaries and establishing a Maritime Redevelopment District (MRD). The new boundaries are illustrated on the attached maps.

The goal of the MRD is to encourage an urban, mixed-use redevelopment pattern as the area transitions. With both scattered and large vacant parcels, it hopes to raise the bar on the quality of future development to implement the Community Redevelopment Area (CRA) Plan and integrate the area with the downtown core.

The new MRD language is a hybrid form-based standard that will not change the underlying zoning, but will concentrate on the massing, scale, orientation, and design of the buildings. The new standards do not dictate specifics such as architectural style, finish or colors, but require build-to lines and parking in the rear of buildings. They also specify "active first-floor uses" on Principle Streets.

The issue was before the City Planning Board in December, tabled by City Council in January, and is to be considered at Public Hearing by the City Council on March 8, 2012.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

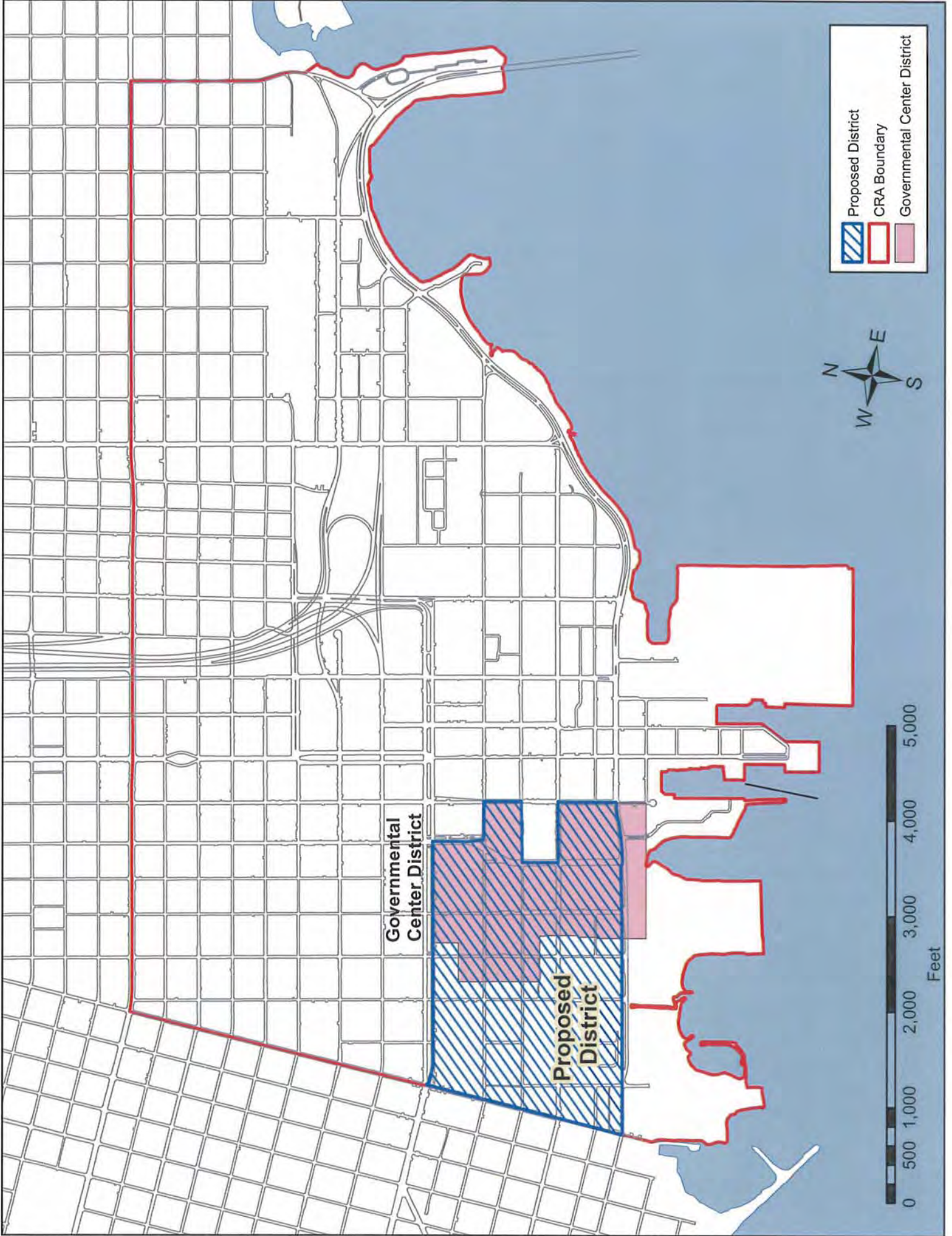
IMPLEMENTATION/COORDINATION:

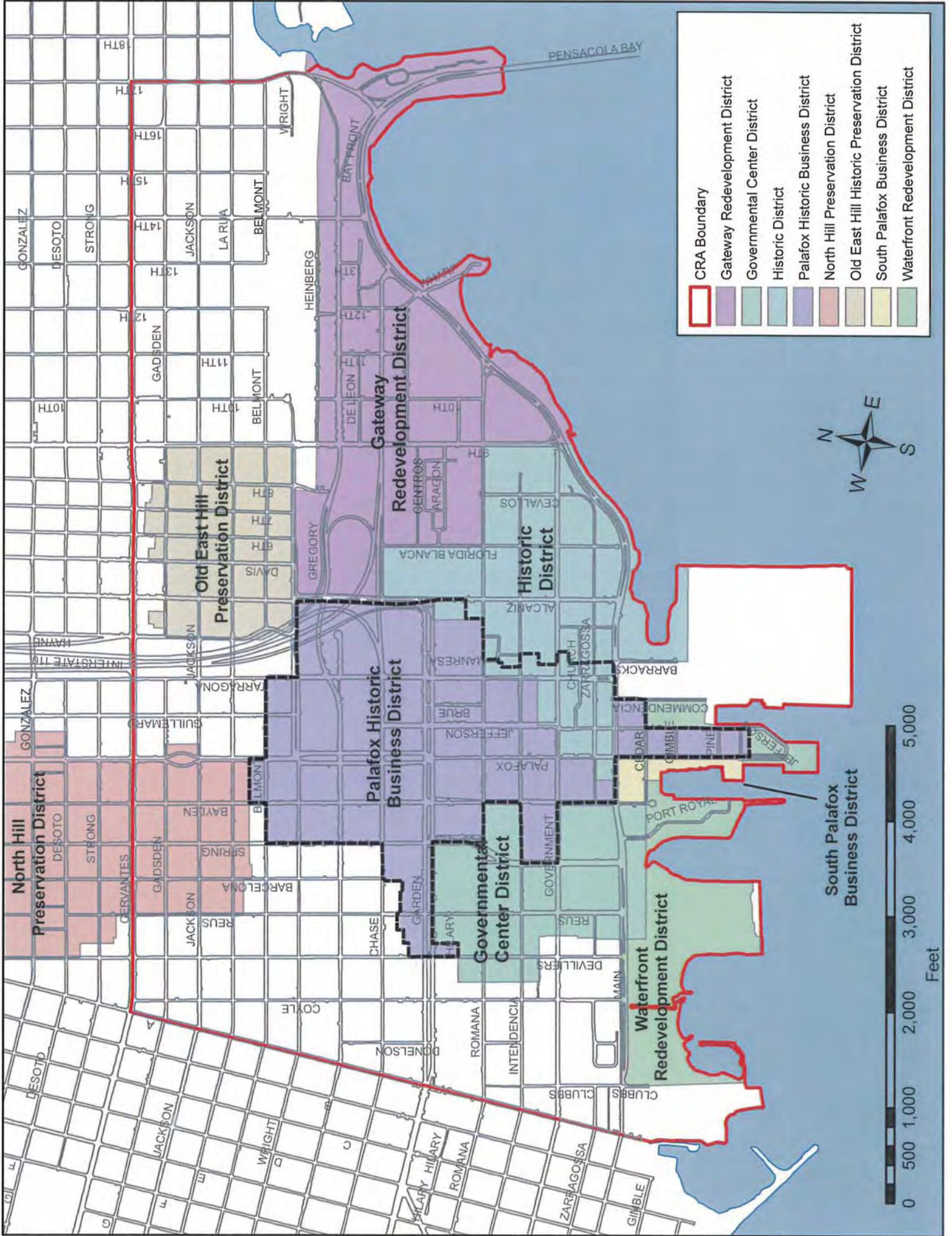
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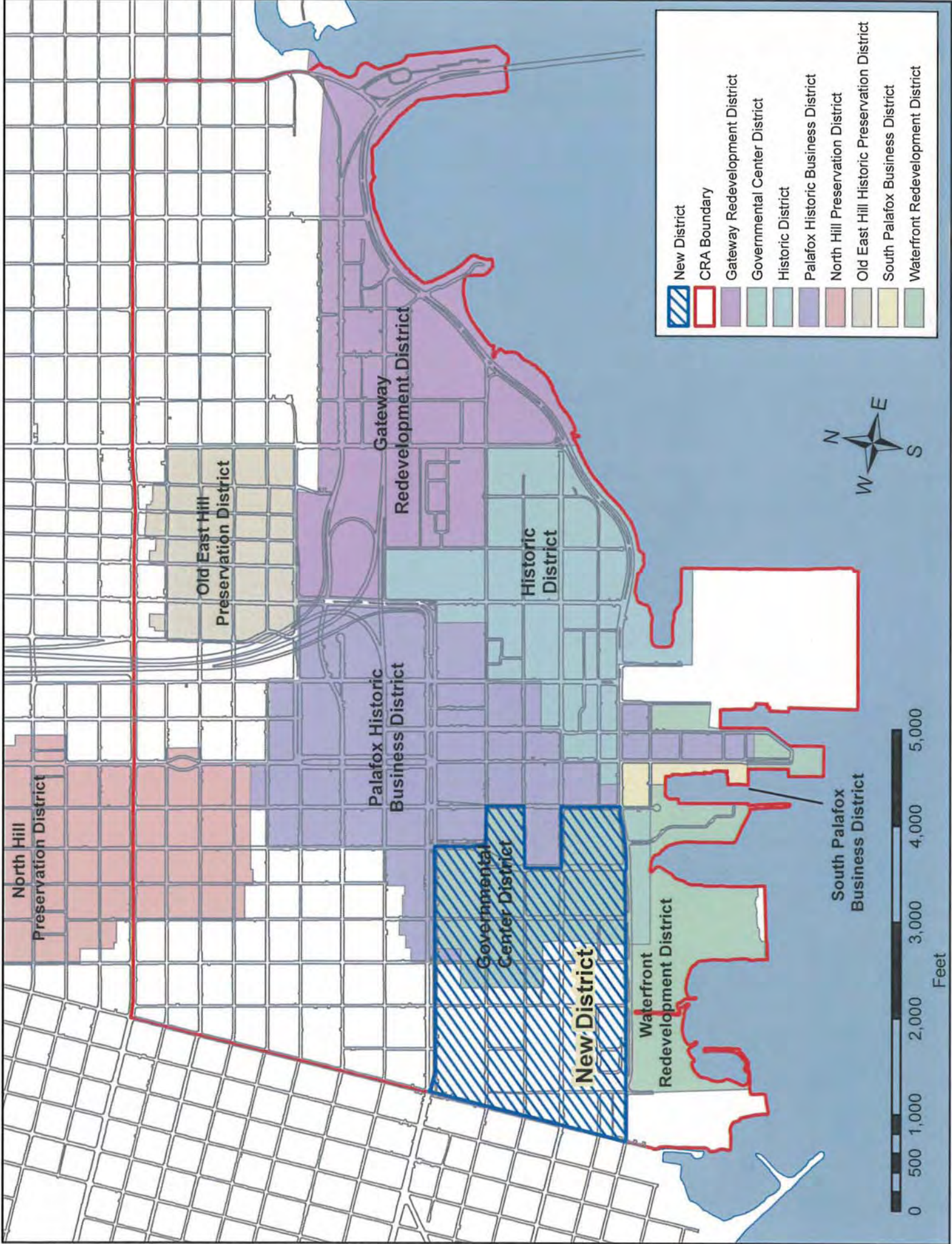
Attachments







District Boundary Maps

District Boundaries Letter







-  New District
-  CRA Boundary
-  Gateway Redevelopment District
-  Governmental Center District
-  Historic District
-  Palafox Historic Business District
-  North Hill Preservation District
-  Old East Hill Preservation District
-  South Palafox Business District
-  Waterfront Redevelopment District





Board of County Commissioners • Escambia County, Florida

Charles R. "Randy" Oliver
County Administrator

February 8, 2012

Mayor Ashton Hayward
Pensacola City Council
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

Dear Mayor and Council,

Escambia County has become aware of a proposal to update the existing Governmental Center District located in downtown Pensacola. It is our understanding that the proposal includes expansion of the District boundaries and creation of a Maritime Redevelopment District.

The stated purpose of the district is to promote and encourage redevelopment of the existing commercial areas and neighborhoods surrounding the Community Maritime Park. Community redevelopment is a shared interest, as evidenced by the *many* redevelopment areas within the county. These county overlays include many of the requirements and standards contained in the proposed new district.

Upon careful consideration and review, Escambia County finds no objection to the proposal.

Sincerely,

Charles R. "Randy" Oliver
County Administrator

CRO:ac



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2086

County Administrator's Report 11. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: SBA#071 - Sheriff's Office Reimbursements

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #071 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #071, General Fund (001) in the amount of \$96,615, to recognize reimbursements from off-duty officers and automobile repair and insurance proceeds, and to appropriate these funds back into the Escambia County Sheriff's Budget for operational activities.

BACKGROUND:

The Escambia County Sheriff's Office has received reimbursements from off-duty police officers and automobile repairs and insurance proceeds from accidents. These funds must be placed back into the Sheriff's operating budget for FY11/12.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$96,615.

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#071

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 budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off duty officers for related off-duty employment expenses incurred by the Sheriff's Office, as well as auto insurance and auto repair reimbursements. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

General Fund Fund Name	1 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Miscellaneous Sheriff Fees	1	369939	60,449
Insurance Proceeds	1	369008	15,246
Reimbursements	1	369401	20,920
Total			\$96,615

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expense	001/540101	59703	60,449
Operating Expense	001/540101	59703	15,246
Operating Expense	001/540101	59703	20,920
Total			\$96,615

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
#071



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2132

County Administrator's Report 11. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Supplemental Budget Amendment #080 - ECAT FDOT Joint Participation Agreement Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #080 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #080, Mass Transit Fund (104) in the amount of \$1,498,333 to recognize funds from a Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Area Transit, and to appropriate these funds for the enhancement of key bus routes.

BACKGROUND:

This agreement will help provide efficient express bus service between selected key destination points in the City and County, and improve the efficiency of the remaining service routes by increasing the frequency with additional buses. This project will include:

- A. Express service between NAS Pensacola, Corry Station, Downtown, and Cordova Mall
- B. Express service between Downtown and Cordova Mall
- C. Express service between NAS Pensacola and Pensacola Beach
- D. Express service between Downtown and Pensacola Beach

This grant covers 50% of the net operating costs associated with these routes.

BUDGETARY IMPACT:

This amendment will increase Fund 104 by \$1,498,333.

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 #080

**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, Escambia County Area Transit (ECAT) received funds from a Joint Participation Agreement (JPA) between the State of Florida, Department of Transportation (FDOT) and Escambia County Area Transit, and these funds must now be recognized and appropriated into this year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

Mass Transit Fund Fund Name	104 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
FY12 Express Service Dev Grant	104	334xxx	\$1,498,333
Total			\$1,498,333

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Fixed Route Bus Costs	104/320401	53404	\$491,867
ADA Paratransit Costs	104/320401	53405	\$24,906
Operating Supplies	104/320401	55201	\$45,158
Reserves	104/320401	59801	\$936,402
Total			\$1,498,333

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
#080



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2072

County Administrator's Report 11. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Amendment 1 Security Services for Various County Buildings PD 10-11.043

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Security Services for Various County Buildings PD 10-11.043 - Amy Lovoy Management and Budget Services, Department Director

That the Board approve Amendment #1 to the Agreement for Security Services, to increase the hourly billing rates for Securitas Security Services USA, Inc., Contract for Security Services for Various County Buildings, PD 10-11.043, with an effective date of February 20, 2012, and authorize the Chairman to execute the Amendment as follows:

Security Officer, Straight Time (Per Hour)	Security Officer, Overtime (Per Hour)
From: \$10.31 To: \$10.68	From: \$15.47 To: \$16.02

BACKGROUND:

The contractor requested a billing rate change for the security officer because the Florida minimum wage increased January 1, 2012 from \$7.40 per hour to \$7.67 per hour.

BUDGETARY IMPACT:

The client department(s) have discussed this increase with the the Office of Purchasing, the contractor, and Management and Budget Services Department and all parties are in agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual, prepared the Amendment.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Amendment.

Attachments

Amendment 1

Bid Form

**AMENDMENT #1 TO THE AGREEMENT FOR SECURITY SERVICES
PD 10-11.043**

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT entered into on the 4th day of August, 2011, between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") and Securitas Security Services, USA, Inc., a for profit corporation authorized to transact business in the State of Florida (hereinafter referred to as "Contractor"), whose federal Identification number is 71-0912217, and whose principal address is 11 East Olive Road, Suite 101, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, on August 4, 2011, the County entered into an agreement with Contractor for Security Services; and

WHEREAS, the Parties have agreed to revise Exhibit B relating to Hourly Billable Rates to reflect a recent increase in the state minimum hourly wage rate enacted on January 1, 2012; and

WHEREAS, as a result of said revisions, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Agency agree to amend the Agreement dated August 4, 2011, as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Exhibit B to the Agreement for Security Services, dated August 4, 2011, is amended to read as follows:

DESCRIPTION	HOURLY BILLABLE RATES <u>Standard/Overtime</u>
Standard Security Officers	\$10.34-68/ <u>\$16.02</u>
Standard Supervisor	\$12.46
Correctional Officer	\$12.52
Correctional Officer Supervisor	\$N/A

3. That the Parties hereby agree that all other provisions of the Agreement of August 4, 2011, that are not in conflict with the provisions of this First Amendment shall remain in full force and effect.

4. That the effective date of this First Amendment shall be on February 20, 2012.

5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____ 2012, and Securitas Security Services, USA, Inc., by and through its Area Vice President.

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Wilson B. Robertson, Chairman

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

This document approved as to form and legal sufficiency.

By: _____

Title: _____

Date: 1/27/12

**CONTRACTOR:
SECURITAS SECURITY SERVICES, USA,
INC.**

By: _____
Louis W. Sturdivant, Area Vice President

ATTEST:

By: _____
Corporate Secretary

(SEAL)

SIGN AND RETURN THIS FORM WITH YOUR BID**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

**JOE PILLITARY, CPPB, CPPO
PURCHASING COORDINATOR**

Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32597-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

INVITATION TO BID

SECURITY SERVICES FOR VARIOUS
COUNTY BUILDINGS

SOLICITATION #PD 10-11.043

SOLICITATION

MAILING DATE: Monday, June 20, 2011

PRE-Solicitation Conference: 10:00 a.m., CDT, Wednesday, June 29, 2011

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, July 5, 2011 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:
71-0912217

TERMS OF PAYMENT:
Net 30

DELIVERY DATE WILL BE 30 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Securitas Security Services USA, Inc.
ADDRESS: 11 East Olive Road, Suite 101

REASON FOR NO OFFER

CITY, ST. & ZIP: Pensacola, FL 32514

PHONE NO.: (850) 478-6160

TOLL FREE NO.: ()

FAX NO.: (850) 478-5701

BID BOND ATTACHED \$ 1,000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Louis Sturdivant, Area VP
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)


SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By _____
Signature of Person Authorized to Sign Date

ATTEST _____
Corporate Secretary Date

[CORPORATE SEAL]

ATTEST _____
Witness Date

ATTEST _____
Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____
County Administrator Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date _____

Effective Date _____

BID FORM
Specification Number PD 10-11.043
SECURITY SERVICES FOR VARIOUS COUNTY BUILDINGS

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: JUNE 29, 2011

Commissioners:

In accordance with you "Invitation for Bids" and "Instructions to Bidders" for Security Services for Various County Buildings as described and listed in this Invitation to Bids, and subject to all conditions thereof, I, undersigned, SECURITAS SECURITY SERVICES USA, INC. hereby propose to provide at the following price:
 (Company Name)

DESCRIPTION	HOURLY BILLABLE RATES
Standard Security Officers	\$ <u>10.31</u>
Standard Supervisor	\$ <u>12.46</u>
Correctional Officer	\$ <u>12.52</u>
Correctional Officer Supervisor ^{DELETED BY ADDENDUM 1}	\$ <u>N/A</u>

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. 1 Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

State of Florida Department of State Certificate of Authority
 Document Number FO2000005795
ESCAMBIA COUNTY: 594476
 Occupational License No. CITY OF PENSACOLA: 115805
SECURITY AGENCY BRANCH OFFICE LICENSE #
 Florida DPR Contractor's Certification or
 Registration No. AB 2300005
 Expiration Date: MARCH 31, 2012

Proposer SECURITAS SECURITY SERVICES USA, INC.

By: LOUIS W. STURDIVANT

Signature: Louis W. Sturdivant

Title: AREA VICE PRESIDENT
 Address: 11 EAST OLIVE ROAD, SUITE 101
PENSACOLA, FLORIDA 32514

Terms of Payment
 (Check one) Net 30 Days 2% 10th Prox _____

Person to contact concerning this bid:
ERNEST ROHRBAUGH, BRANCH MANAGER
 Phone/Toll Free/Fax # (678) 850.478.6160
(F) 850.478.5701

Will your company accept Escambia County Purchasing
 Cards? Yes _____ No

E-Mail Address: ERNEST.ROHRBAUGH@SECURITASINC.COM
 Home Page Address: _____



Bid Form Continued...

PD 10-11.043

SECURITY SERVICES FOR VARIOUS COUNTY BUILDINGS

Will your company accept Escambia County Direct Payment Vouchers? Yes No

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
N/A	

Person to contact for emergency service:

ERNEST ROHRBAUGH
Phone/Cell/Pager #: (C) 850.554.0150
(O) 850.478.6160

Person to contact for disaster service:

ERNEST ROHRBAUGH
Home Address: 5824 COUNTRY CLUB ROAD
MILTON, FL 32570
Home Phone/Cell/Pager #: (H) 850.564.5898
(C) 850.554.0150

Attached to bid you shall find a bid bond cashier's check or certified check (circle one that applies) in the amount of 1,000.00

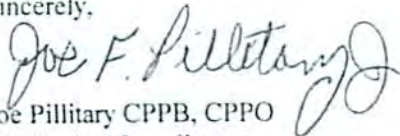
\$1,000.00 lwr

Page 29-29a Exhibit "B" Scope of Work- Government Complex Building, M.C. Blanchard Building, Theodore F. Bruno Juvenile Justice Center, Cobb Building, Work Release Program Facility.

Questions and Answers (see attachment)

This Addendum Number 1 is furnished to all known prospective proposers. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,


Joe Pillitary CPPB, CPPO
Purchasing Coordinator

SIGNED: 

COMPANY: SECURITAS SECURITY SERVICES USA, INC.

JFP/ crs

Fidelity and Deposit Company

POST OFFICE BOX 1227 OF MARYLAND BALTIMORE, MD 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, SECURITAS SECURITY SERVICES USA, INC.

11 East Olive Road, Suite 101 Pensacola FL 32514

....., as Principal. (hereinafter called the "Principal"),
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, P.O. Box 1227, Baltimore, Maryland 21203, a corporation
duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and

firmly bound unto ESCAMBIA COUNTY, FLORIDA

213 Palafox Place, 2nd Floor Pensacola FL 32502-5822

..... as Obligee, (hereinafter called the "Obligee"),
in the sum of..... One Thousand and 00/100 Dollars (\$ 1,000.00).....,

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for.....

Security Services for Various County Buildings - Specification PD 10-11.043

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding
or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good
faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and sealed this 28th day of June A.D., 2013

[Handwritten signature]

Witness

SECURITAS SECURITY SERVICES USA, INC. (SEAL)
Principal

[Handwritten signature]

JAMES H. FOX Title
Corporate VP & Deputy General Counsel

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[Handwritten signature]
Surety

By Simone Gerhard (SEAL)
Title

Attorney-in-Fact

[Handwritten signature]

Tracy Aston, Witness

Witness

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

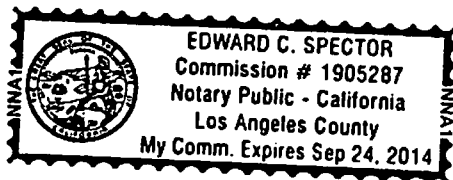
State of California

County of Los Angeles

On JUN 28 2011 before me, Edward C. Spector, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





Edward C. Spector, Notary Public

ACKNOWLEDGEMENT

State of California
County of Los Angeles

On June 29, 2011, before me, NINA KIM, NOTARY PUBLIC, personally appeared JAMES H. FOX, CORPORATE VICE PRESIDENT AND DEPUTY GENERAL COUNSEL, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Nina Kim* (Seal)



Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Simone GERHARD, of Los Angeles, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of March, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

Theodore G. Martinez

Gerald F. Haley Assistant Secretary By: Theodore G. Martinez

State of Maryland }
Baltimore County } ss:

On this 22nd day of March, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden Notary Public
My Commission Expires: February 15, 2013

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

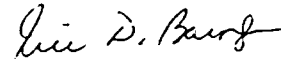
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of JUN 28 2011, _____.



Assistant Secretary

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County
(print name of the public entity)
by Louis Sturdivant, Area Vice President
(print individual's name and title)

for Securitas Security Services USA, Inc.
(print name of entity submitting sworn statement)
whose business address is
11 East Olive Road, Suite 101
Pensacola, FL 32514

and (if applicable) its Federal Employer Identification Number (FEIN) is:
71-0912217

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Jain W. Steward
(signature)

Sworn to and subscribed before me this 29th day of June, 20 11

Personally known _____
OR produced identification x

Notary Public - State of Alabama

Driver License
(Type of identification)

My commission expires 3/20/2012

Ashley Carvath
(Printed typed or stamped commissioned name of notary public)

MY COMMISSION EXPIRES MARCH 20, 2012

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that Securitas Security Services USA, Inc. does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Joni W. Sturdivant

Offeror's Signature

JUNE 29, 2011

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: Delaware
Name as spelled in that State: Securitas Security Services USA, Inc.

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: F02000005795

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Bill Barthelemy Secretary: James Fox
Vice President: Rocco DeFelice Treasurer: Richard Ferens
Director: Don Walker, Chairman Director: _____
Other: James McNulty III, Exec VP Other: _____

Name of Corporation (As used in Florida):
Securitas Security Services USA, Inc.
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: 2 Campus Drive
City, State, Zip: Parsippany, NJ 07054

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: 71-0912217
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Louis Sturdivant
Telephone Number: 850-478-6160 Facsimile Number: 850-478-5701

Name of individual who will sign the instrument on behalf of the company:
Louis W. Sturdivant

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
Area Vice President

END

(850) 488-9000 Verified by: _____ Date: _____

State of Florida



Department of State

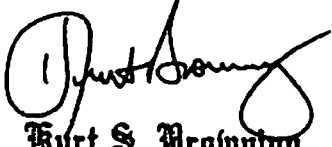
I certify the attached is a true and correct copy of the Application by Foreign Corporation for Authorization to Transact Business in Florida for SECURITAS SECURITY SERVICES USA, INC., a Delaware corporation authorized to transact business in the State of Florida, qualified on November 20, 2002, as shown by the records of this office.

The document number of this corporation is F02000005795.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-eighth day of June, 2011



CR2EO22 (1-11)


Kurt S. Browning
Secretary of State

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

FILED
02 NOV 20 PM 2:09

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. Securitas Security Services USA, Inc.
(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Delaware 3. 71-0912217
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. October 31, 2002 5. Perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. Upon qualification
(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. 200 S. Michigan Avenue
Chicago, IL 60604
(Current mailing address)

8. Security Services
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

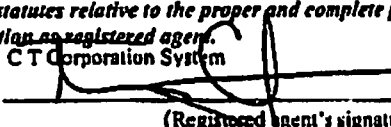
Name: C T Corporation System

Office Address: 1200 South Pine Island Road

Plantation, Florida, 33324
(Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, 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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

C T Corporation System

(Registered agent's signature)

TARA COFER
ASSISTANT SECRETARY

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors: (Street address ONLY - P.O. Box NOT acceptable)

FILED

02 NOV 20 PM 2:09

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

A. DIRECTORS (Street address only - P.O. Box NOT acceptable)

Chairman: _____

Address: _____

Vice Chairman: _____

Address: _____

Director: Don W. Walker

Address: 200 S. Michigan Avenue

Chicago, IL 60604

Director: James F. McNulty III

Address: 200 S. Michigan Avenue

Chicago, IL 60604

B. OFFICERS (Street address only - P.O. Box NOT acceptable)

President: Don W. Walker

Address: 200 S. Michigan Avenue

Chicago, IL 60604

Vice President: James F. McNulty III

Address: 200 S. Michigan Avenue

Chicago, IL 60604

Secretary: James H. Fox

Address: 4330 Park Terrace Drive

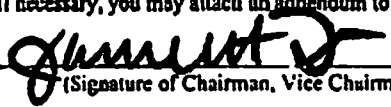
Westlake Village, CA 91361

Treasurer: Richard Ferens

Address: 4330 Park Terrace Drive

Westlake Village, CA 91361

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. 
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14 James H. Fox, VP, Deputy General Counsel and Secretary
(Typed or printed name and capacity of person signing application)

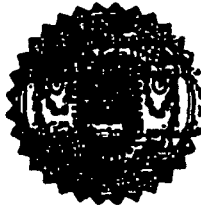
Delaware

The First State

PAGE FILED
02 NOV 20 PM 2:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SECURITAS SECURITY SERVICES USA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF NOVEMBER, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3500796 8300

020690682

AUTHENTICATION: 2079922

DATE: 11-08-02

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT
BUSINESS IN FLORIDA

FILED
02 NOV 20 PM 2: 09

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO THE STATE REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA, TALLAHASSEE, FLORIDA

1. Securitas Security Services USA, Inc.
(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Delaware 3. 71-0912217
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. October 31, 2002 5. Perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. Upon qualification
(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. 200 S. Michigan Avenue
Chicago, IL 60604
(Current mailing address).

8. Security Services
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: CT Corporation System

Office Address: 1200 South Pine Island Road

Plantation Florida, 33324
(Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, 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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

CT Corporation System

TARA COFER
ASSISTANT SECRETARY

(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors: (Street address ONLY - P.O. Box NOT acceptable)

FL019-92599 CT System Outline

A. DIRECTORS (Street address only - P.O. Box NOT acceptable)

FILED

Chairman: _____

02 NOV 20 PM 2:09

Address: _____

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Vice Chairman: _____

Address: _____

Director: Don W. Walker

Address: 200 S. Michigan Avenue

Chicago, IL 60604

Director: James F. McNulty III

Address: 200 S. Michigan Avenue

Chicago, IL 60604

B. OFFICERS (Street address only - P.O. Box NOT acceptable)

President: Don W. Walker

Address: 200 S. Michigan Avenue

Chicago, IL 60604

Vice President: James F. McNulty III

Address: 200 S. Michigan Avenue

Chicago, IL 60604

Secretary: James H. Fox

Address: 4330 Park Terrace Drive

Westlake Village, CA 91361

Treasurer: Richard Ferris

Address: 4330 Park Terrace Drive

Westlake Village, CA 91361

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. 
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. James H. Fox, VP, Deputy General Counsel and Secretary
(Typed or printed name and capacity of person signing application)

CITY OF PENSACOLA, FLORIDA

LOCAL BUSINESS TAX

2010 - 2011

ACCOUNT # 115805

LOCATION 11 E OLIVE RD
SUITE 11
PENSACOLA, FL 32514

EXPIRES : 09/30/2011

RECEIPT # 106408

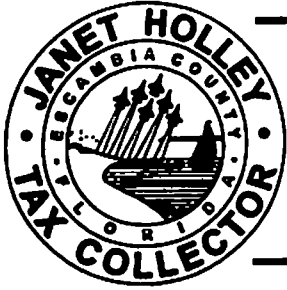
OWNER(S): SECURITAS SECURITY SERVICE I

010011 Gen Employee Category (87-130)

Post in Conspicuous Place

SECURITAS SECURITY SERVICE USA INC
PO BOX 5850
ATTN: BUSINESS LICENSING DEPT
PARSIPPANY, NJ 07054-6850

Janet Holley, CFC



ESCAMBIA COUNTY TAX COLLECTOR

Post Office Box 1312

Pensacola, FL 32591

Phone: 850-438-6500

TTY: 850-472-0031 for hearing impaired

Email: ectc@escambiataxcollector.com

Web: www.escambiataxcollector.com

IMPORTANT INFORMATION ABOUT YOUR LOCAL BUSINESS TAX RECEIPT

The law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

A Local Business Tax Receipt is in addition to and not in lieu of any other license required by law and is subject to regulations of zoning, health, contractor licensing, and any other lawful authority.

All Local Business Tax Receipts expire September 30 of each year.

Contact our office by phone at (850) 438-6500 ext. 252 or by email at ectc@escambiataxcollector.com if any of the following changes with your business:

- Ownership
- Location
- Name

Note: If your business is closing, an application for a Going Out of Business Permit may be required, along with the surrender of your original Local Business Tax Receipt and payment of any outstanding tangible tax liability for the business.

INFORMATION ONLY: REMOVE OR FOLD BEHIND BEFORE DISPLAYING RECEIPT Rev. 06/10

LOCAL BUSINESS TAX RECEIPT ESCAMBIA COUNTY, FL

JANET HOLLEY, CFC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
September 30, 2011

THE ISSUANCE OF THIS RECEIPT
DOES NOT ENSURE COMPETENCY

2010 - 2011

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
THE BUSINESS, PROFESSION, OR OCCUPATION OF

PAID-8903700.0001-0001 185 09/15/2010 26.25

GUARDS/PATROLMEN
11 E OLIVE RD STE 101

ACCT. NO. 594476 GROUP TYPE 047148 TOTAL 26.25

SECURITAS SECURITY SERVICES USA INC

2 CAMPUS DR
PARSIPPANY NJ 07054

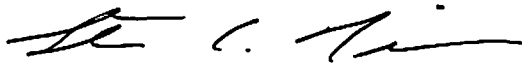
OWNER: SECURITAS SECURITY SERVICES USA INC

SANTA ROSA COUNTY BUSINESS TAX RECEIPT

2010 2011

RECEIPT NUMBER 9840041239

ACCOUNT NO.
14711

MACHINES	ROOMS	SEATS	EMPLOYEES	EXPIRES Sep 30 2011
BUSINESS TYPE	009024	SERVICE		
BUSINESS ADDRESS	11 E OLIVE RD STE SUITE 101 PENSACOLA, FL 32514			SUPPLEMENTAL RENEWAL X NEW BUSINESS TRANSFER 13.75
	SECURITAS SECURITY SERVICES USA INC SECURITAS SECURITY SERVICES USA INC			PENALTY TOTAL 13.75
	2 CAMPUS DRIVE TAX DEPT PARSIPPANY NJ 07054-4400			
PAID-3507155.0001-0001 131 09/21/2010 13.75				STAN COLIE NICHOLS, TAX COLLECTOR SANTA ROSA COUNTY, FLORIDA

THIS DOCUMENT HAS A TWO COLOR BACKGROUND, MICROPRINTING BELOW WARNING BAND, AND WATERMARK BACKSIDE.

FOLD INFORMATION BELOW BEHIND RECEIPT OR DETACH AND KEEP FOR YOUR RECORDS.



Stan Colie Nichols, Tax Collector

6495 Caroline Street, Suite E
Milton, Florida 32570
(850) 983-1800

**BEFORE POSTING YOUR BUSINESS TAX RECEIPT READ ALL INFORMATION CAREFULLY.
IT IS THE OWNERS RESPONSIBILITY TO ENSURE COMPLIANCE.**

THIS B.T.R. IS FURNISHED PURSUANT TO FLORIDA STATUTES, SANTA ROSA COUNTY ORDINANCE AND AMENDMENTS

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county.

Pursuant to state law, all business tax receipts shall expire on September 30th of the succeeding year. Those business tax receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the business tax for the delinquent establishment.

This business tax receipt is an occupational tax only. It does not permit the B.T.R. holder to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the B.T.R. holder from any other business tax receipts or permits that may be required by law or municipal ordinance. **IT IS YOUR RESPONSIBILITY TO NOTIFY THE TAX COLLECTOR'S OFFICE IF YOUR BUSINESS HAS CLOSED.**

**THIS BUSINESS TAX RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE
REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING,
HEALTH, AND ALL OTHER LAWFUL AUTHORITY.**

If you intend to do any business in Santa Rosa County that is regulated by the state of Florida such as construction, roofing, plumbing, electrical, demolition, etc. it is your responsibility to contact the Building Inspection Department as to the necessary licensing requirements of both Santa Rosa County and the state of Florida. You can receive a citation and/or be arrested for performing a job for which additional qualifications are required. All B.T.R. holders are held to be responsible for complying with all applicable Worker's Compensation laws. All licensees are also held responsible for understanding and complying with all "price gouging" laws and understanding the severe penalties. Other areas which you need to investigate include zoning laws, city licenses when applicable, Department of Revenue and sales tax requirements, IRS and federal I.D. numbers, the Property Appraiser and personal property tax, County Building Inspector for information on construction permits, competency testing, contractors, etc., and filing for a Fictitious Name if applicable.

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
CHARLES H. BRONSON
COMMISSIONER
DIVISION OF LICENSING

ISSUE DATE: 02/05/09

LICENSE NO. AB2300005

THE AGENCY OR SCHOOL NAMED BELOW IS
LICENSED AND REGULATED UNDER THE
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,
FOR THE PERIOD EXPIRING MARCH 31, 2012

PRIVATE INVESTIGATIVE & SECURITY AGENCY BRANCH OFFICE

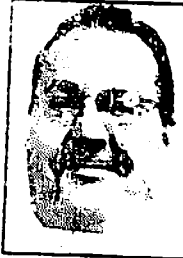
SECURITAS SECURITY SERVICES
USA, INC. (PENSACOLA)
11 EAST OLIVE ROAD
SUITE 101
PENSACOLA, FL 32514



Charles H. Bronson

CHARLES H. BRONSON
COMMISSIONER

**SECURITY AGENCY MANAGER
STATE OF FLORIDA**



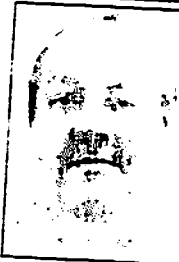
ROHRBAUGH, ERNEST R.
5824 COUNTRY CLUB RD
MILTON, FL 32570

BIRTH DATE: 05/24/61 SEX: M RACE: W
LICENSE NUMBER: MB2800132 ISSUED: 05/25/10 EXPIRES: 08/29/12

The above named individual is licensed by the Department of Agriculture & Consumer Services, Division of Licensing in accordance with Chapter 434, Florida Statutes.

Charles H. Bronson
CHARLES H. BRONSON
COMMISSIONER

**SECURITY OFFICER
STATE OF FLORIDA**



ROHRBAUGH, ERNEST R.
5824 COUNTRY CLUB RD
MILTON, FL 32570

BIRTH DATE: 05/24/61 SEX: M RACE: W
LICENSE NUMBER: 02609921 ISSUED: 01/09/10 EXPIRES: 05/18/12

The above named individual is licensed by the Department of Agriculture & Consumer Services, Division of Licensing in accordance with Chapter 434, Florida Statutes.

Charles H. Bronson
CHARLES H. BRONSON
COMMISSIONER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Core Svcs 213-346-5257 502375-ALL-CAS-11/12 Bums AI EX9	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C : Indemnity Ins Co Of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : XL Insurance America, Inc.	24554	INSURER B : ACE American Insurance Company	22667	INSURER C : Indemnity Ins Co Of North America	43575	INSURER D : N/A	N/A	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED Securitas Holdings, Inc., Including: . Securitas Security Services USA, Inc.; . Pinkerton Consulting & Investigations; . Bums Int'l Services Company, LLC 4330 Park Terrace Drive Westlake Village, CA 91361															

COVERAGES	CERTIFICATE NUMBER: LOS-001313769-21	REVISION NUMBER: 5
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			US00005451L11A	01/01/2011	01/01/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
X	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
X	Excess of \$500,000 SIR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
X	POLICY						
	PROJ						
	LOC						
B	AUTOMOBILE LIABILITY			ISAH08631815	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
X	ANY AUTO						
	ALL OWNED AUTOS						
	HIRED AUTOS						
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
A	UMBRELLA LIAB			US00005452L11A	01/01/2011	01/01/2012	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
X	EXCESS LIAB						
	OCCUR						
	CLAIMS-MADE						
	DED						
	RETENTIONS						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC46471027 (AOS)	01/01/2011	01/01/2012	X WC STATUTORY LIMITS OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	WLR C46471039 (ME)	01/01/2011	01/01/2012	E.L. EACH ACCIDENT \$ 1,000,000
B				SCFC46471040 (WI)	01/01/2011	01/01/2012	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C46471052 (CA,CH,WA) *\$1m SIR	01/01/2011	01/01/2012	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder(s) is(are) named as Additional Insured(s) where required by written contract between the Insured and the Certificate Holder (or between the Insured and its client, if different from the Certificate Holder), and in accordance with the terms and conditions of such contract and the terms and conditions of the insurance policy. Acts or omissions of Additional Insureds are not covered under any circumstances. Additional insured coverage does not apply to the above Workers Compensation or Professional Liability/Employee Theft Liability policies.

CERTIFICATE HOLDER ESCAMBIA COUNTY OFFICE OF PURCH., RM 214 P.O. BOX 1591 PENSACOLA, FL 32595-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Andy Blasher <i>ZABLASHA</i>
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2136

County Administrator's Report 11. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Surplus and Sale of Real Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at 130 Booker Lane 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 130 Booker Lane that has escheated to the County:

A. Declare surplus the Board's real property, Account Number 11-3994-000, Reference Number 16-1N-31-2114-000-001;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$8,436, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

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

BACKGROUND:

This property escheated to the County on January 5, 2012. The Property Appraiser's 2011 Certified Roll Assessment value is \$8,436. 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

130 Booker Ln



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#) |
 [Tangible Property Search](#) |
 [Amendment 1 Calculations](#)

[Back](#)



Navigate Mode

Account

Reference



Printer Friendly Version

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">General Information</th> </tr> <tr> <td style="width: 20%;">Reference:</td> <td>161N312114000001</td> </tr> <tr> <td>Account:</td> <td>113994000</td> </tr> <tr> <td>Owners:</td> <td>DAVIS VIRGINIA LIFE EST DAVIS ANNIE J JEWEL & DAVIS MICHAEL & THOMPkins ROSA &... </td> </tr> <tr> <td>Mail:</td> <td>130 BOOKER ST CANTONMENT, FL 32533</td> </tr> <tr> <td>Situs:</td> <td>130 BOOKER LN 32533</td> </tr> <tr> <td>Use Code:</td> <td>VACANT RESIDENTIAL </td> </tr> <tr> <td>Taxing Authority:</td> <td>COUNTY MSTU</td> </tr> <tr> <td>Tax Inquiry:</td> <td>Open Tax Inquiry Window</td> </tr> <tr> <td colspan="2">Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</td> </tr> </table>	General Information		Reference:	161N312114000001	Account:	113994000	Owners:	DAVIS VIRGINIA LIFE EST DAVIS ANNIE J JEWEL & DAVIS MICHAEL & THOMPkins ROSA &...	Mail:	130 BOOKER ST CANTONMENT, FL 32533	Situs:	130 BOOKER LN 32533	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		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">2011 Certified Roll Assessment</th> </tr> <tr> <td style="width: 20%;">Improvements:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Land:</td> <td style="text-align: right;">\$8,436</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$8,436</td> </tr> <tr> <td><i>Save Our Homes:</i></td> <td style="text-align: right;">\$0</td> </tr> <tr> <td colspan="2" style="text-align: center;">Disclaimer</td> </tr> <tr> <td colspan="2" style="text-align: center;">Amendment 1 Calculations</td> </tr> </table>	2011 Certified Roll Assessment		Improvements:	\$0	Land:	\$8,436	Total:	\$8,436	<i>Save Our Homes:</i>	\$0	Disclaimer		Amendment 1 Calculations	
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Parcel Information									
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Zoned:	 VR-2								



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.

Last Updated:02/06/2012 (tc.1814)

Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

Use numeric selection labels

Download Selection Data (1 row)

Record Search

Reference: 16-1N-31-2114-000-001
Account: 11-3994-000
Section Map: 16-1N-31-1
Situs: 130 BOOKER LN
Owner: DAVIS VIRGINIA LIFE EST
Mailing Address:
 130 BOOKER ST
 CANTONMENT, FL 32533
Last Sale: 5/1977, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 1.1100
Building Count: 0
Total Heated Area: 0
Zoned: VR-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: 012N334444555666

Escambia County Property Appraiser
161N31211400001 - Full Legal Description

N 210 FT OF S 684 5/10 FT OF W 210 FT OF E 630 FT OF NE1/4 OF NW1/4 LESS W 10 FT FOR RD DB 364 P 633
AND BEG 630 FT W AND 474 5/10 FT N OF SE COR OF NE1/4 OF NW1/4 S 80 FT E 108 FT N 80 FT W 108 FT
TO POB OR 354 P 640 OR 1113 P 3

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. 07375 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 5th day of January, 2009, 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 three 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:

N 210 FT OF S 684 5/10 FT OF W 210 FT OF E 630 FT OF NE1/4 OF NW1/4 LESS W 10 FT FOR RD DB 364 P 633 AND BEG 630 FT W AND 474 5/10 FT N OF SE COR OF NE1/4 OF NW1/4 S 80 FT E 108 FT N 80 FT W 108 FT TO POB OR 354 P 640 OR 1113 P 3

SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST
REFERENCE NUMBER 161N312114000001
TAX ACCOUNT NUMBER 113994000

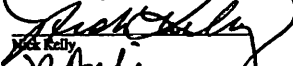
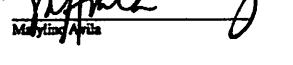
** Property previously assessed to: LIFE EST VIRGINIA DAVIS ANNIE J JEWEL DAVIS MICHAEL DAVIS ROSA THOMPSON MACHELL DAVIS

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 5th day of January, 2012.


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

WITNESSES:

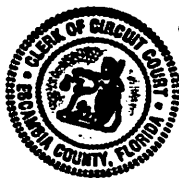

Nick Kelly

Marilyn 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 5th day of January, 2012.



Ernie Lee Magaha, Clerk of the Circuit
Court

Marilyn Avila, Deputy Clerk



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-2129

County Administrator's Report 11. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Bayou Chico/Jones Creek Retrofit

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning PD 11-12.007, Southwest Greenway Connector Trail - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery, Unit Prices Contract, PD 11-12.007, Southwest Greenway Connector Trail, to Hewes and Company, LLC, for the Base Bid, plus Alternate Bid Items #3 and #5, for a total amount of \$340,676.70.

[Funding: Fund 110, Grants and Projects, "Bayou Chico/Jones Creek Stormwater Retrofit", Cost Center 221013, Object Code 56301, \$316,559.05 and Fund 352, LOST III, NESD Capital Projects, Cost Center 220102, Object Code 56301, Project Number 11NE0878 SW Greenway, \$24,117.65]

BACKGROUND:

Bids were received from 10 contractors on January 12, 2012. Hewes and Company, LLC being the lowest Responsive and Responsible bidder received as determined by the Community & Environment Department.

The Southwest Greenway Connector Trail project will consist of the construction of 2,845 linear feet of elevated boardwalk, including a north/south spur connecting to Pensacola State College Warrington Campus, two turnarounds for emergency vehicles, and two security gates. The project is located along the north bank of Jones Creek immediately west of Navy Boulevard. Five bid alternates are included in addition to the base bid. Two bid alternates represent modifications to the boardwalk rail system associated with the base bid. One alternate represents the base bid plus an additional north/south spur, a prefabricated pedestrian bridge, and two additional security gates. The remaining alternates represent modifications to the boardwalk rail system associated with the additional trail spur.

Escambia County has obtained a permit from the Florida Department of Environmental Protection, and proof of exemption from the U.S. Army Corps of Engineers for the proposed construction. A permit has also been obtained from the Florida Department of Transportation for work within State right-of-way. The boardwalk received an Escambia County Development Order in October 2011. The Contractor is required to obtain an Escambia County Building Permit prior to commencement of construction.

BUDGETARY IMPACT:

[Funding: Fund 110 Grants and Projects “Bayou Chico/Jones Creek Stormwater Retrofit”, Cost Center 221013, Object Code 56301, \$316,559.05 and Fund 352, LOST III NESD Capital Projects, Cost Center 220102, Object Code 56301, Project Number 11NE0878 SW Greenway, \$24,117.65]

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney’s Standard Form Contract D will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County, FL Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

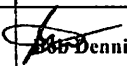
IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Community & Environment Department, Water Quality Division that they may issue a Notice to Proceed to Hewes and Company, LLC

Attachments

Bid Tabulation

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: SOUTHWEST GREENWAY CONNECTOR TRAIL ITB# 11-12.007						
Bid Opening Time: 3:00 p.m., CDT Bid Opening Date: 12/29/11 1/12/2012 Pre-Bid: 10:00 a.m., CST 12/27/11 Opening Location: Rm 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida/Certificate of Insurance	Acknowl. of Addendums	Bid Bond/or Check	Revised Base Bid
NAME OF BIDDER								
AERO Training & Rental, Inc. 537 GulfShore Drive Destin, FL 32541	X	X	X	X	X	X	X	\$413,335.00
Chavers Construction, Inc 211 W. Detroit Blvd. Pensacola, FL 32534	X	X	X	X	X	X	X	\$359,705.10
D & B Builders, Inc. PO Box 430 Molino, FL 32577	X	X	X	X	X	X	X	Non-Responsive Qualified Bid
Dale's Marine Construction, Inc 1773 Abercrombie Road Gulf Breeze, FL 32563	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Davis Marine Construction, Inc 8160 Ashland Ave Pensacola, FL 32534	X	X	X	X	X	X	X	\$414,787.25
East Coast Contracting, Inc. 14109 State Hwy 181 Fairhope, AL 36532	X	X	X	X	X	X	X	\$504,881.00
Gulf Equipment Corporation 5540 Business Parkway Theodore, AL 36582	X	X	X	X	X	X	X	\$698,050.97
Hewes and Company, LLC 5795 Jeff Ates Road Milton, FL 32583	X	X	X	X	X	X	X	\$343,625.45
JD James, Inc. d/b/a/ Nature Bridges 2074 Raymond Diehl Road Tallahassee, FL 32308	X	X	X	X	X	X	X	\$385,544.80
JM Harold Construction, Inc. P.O. Box 6031 Pensacola, FL 32503	X	X	X	X	X	X	\$20,400.00 Check	\$435,512.50
The Green-Simmons Company, Inc. 3407 North "W" Street Pensacola, FL 32505	X	X	X	X	X	X	X	\$515,359.15
BIDS OPENED BY:		 Dennis, MABA, Purchasing Specialist				Date: 02/02/2012		
BIDS TABULATED BY:		Cynthia Smith, Senior Support Office Assistant				Date: 02/02/2012		

CAR DATE: 02/16/2012

BCC DATE: 02/16/2012

The Committee recommends to the BCC: To award a Unit Price, Indefinite Quantity, Indefinite Delivery Contract to : Hewes and Company, LLC for the above referenced project in a total amount of \$340,676.70

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 Purchasing.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2134

County Administrator's Report 11. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Surplus and Sale of Real Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at 1209 West Bobe Street 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 1209 West Bobe Street that has escheated to the County:

- A. Declare surplus the Board's real property, Account Number 06-2179-000, Reference Number 17-2S-30-1600-381-038;
- B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$46,781, 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 if they are still occupying the premises; and
- D. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

This property escheated to the County on January 5, 2012. The Property Appraiser's 2011 Certified Roll Assessment value is \$46,781. 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

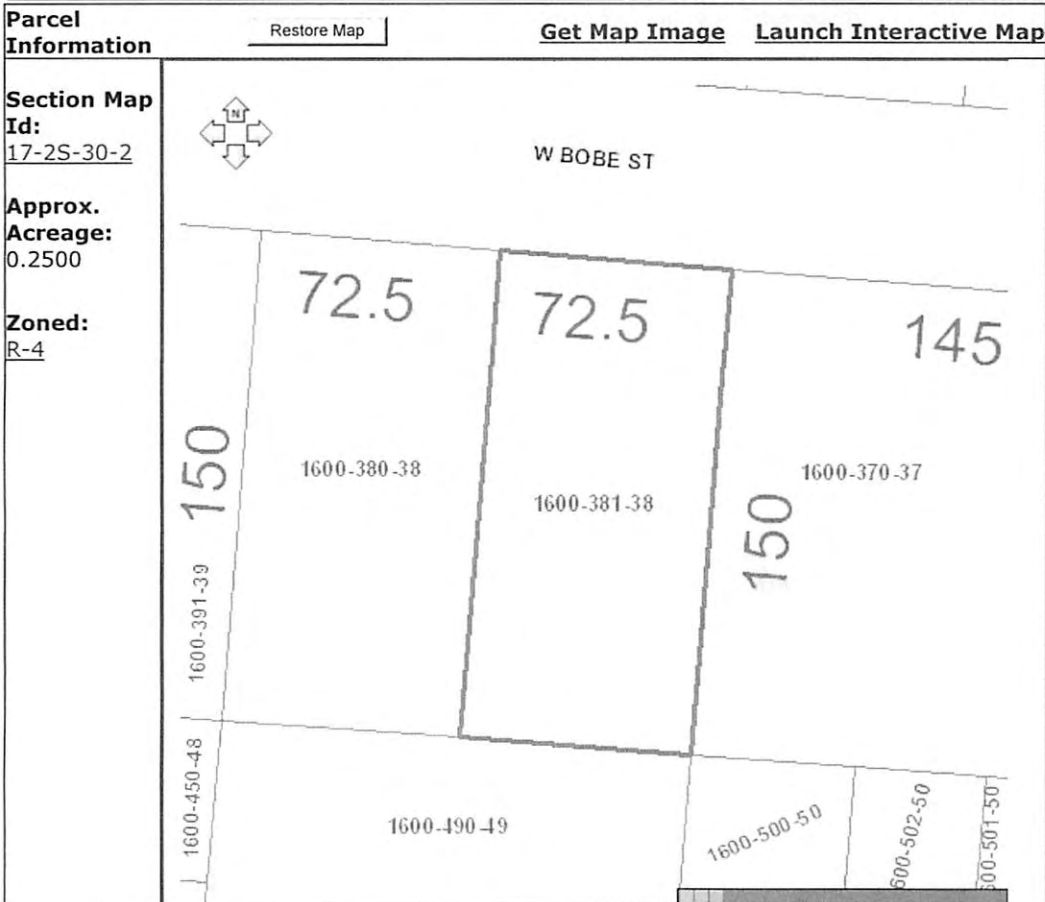
1209 W Bobe St

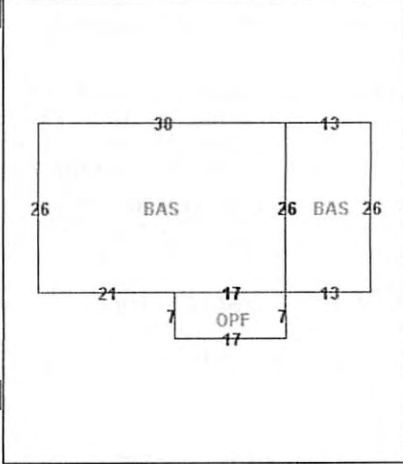
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

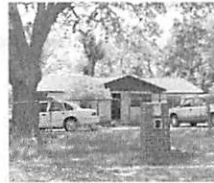
General Information Reference: 172S301600381038 Account: 062179000 Owners: SINKFIELD WILLIAM III & SINKFIELD JEWEL ESTATE OF & SINKFIELD WILLIAM JR EST OF & SINKFIELD KENNETH W Mail: 1209 W BOBE ST PENSACOLA, FL 32501 Situs: 1209 W BOBE ST 32501 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		2011 Certified Roll Assessment Improvements: \$36,450 Land: \$10,331 <hr/> Total: \$46,781 <i>Save Our Homes:</i> \$0 <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1 Calculations</p>																											
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>12/2001</td> <td>4830</td> <td>889</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1969</td> <td>464</td> <td>124</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/2001	4830	889	\$100	WD	View Instr	01/1969	464	124	\$100	WD	View Instr	2011 Certified Roll Exemptions None <table border="1"> <tr> <td>Legal Description</td> <td></td> </tr> <tr> <td colspan="2">E1/2 OF LT 38 KANEN PLACE NO 1 AND 2 PB 1/2 P 96/9 OR 464 P 124...</td> </tr> <tr> <td>Extra Features</td> <td></td> </tr> <tr> <td colspan="2">FRAME SHED</td> </tr> </table>		Legal Description		E1/2 OF LT 38 KANEN PLACE NO 1 AND 2 PB 1/2 P 96/9 OR 464 P 124...		Extra Features		FRAME SHED	
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Extra Features																													
FRAME SHED																													



Buildings	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> Building 1 - Address: 1209 W BOBE ST, Year Built: 1956, Effective Year: 1956 </div>	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> Structural Elements </div> <p style="margin: 0;"> FOUNDATION-WOOD/SUB FLOOR EXTERIOR WALL-CONCRETE BLOCK 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 FLOOR COVER-VINYL/CORK DECOR/MILLWORK-AVERAGE HEAT/AIR-CENTRAL H/AC STRUCTURAL FRAME-WOOD FRAME </p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> Areas - 1445 Total SF </div> <p style="margin: 0;"> BASE AREA - 1326 OPEN PORCH FIN - 119 </p>	
Images	



8/4/11



3/25/03

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
172S301600381038 - Full Legal Description

E1/2 OF LT 38 KANEN PLACE NO 1 AND 2 PB 1/2 P 96/9 OR 464 P 124 OR 4830 P 889

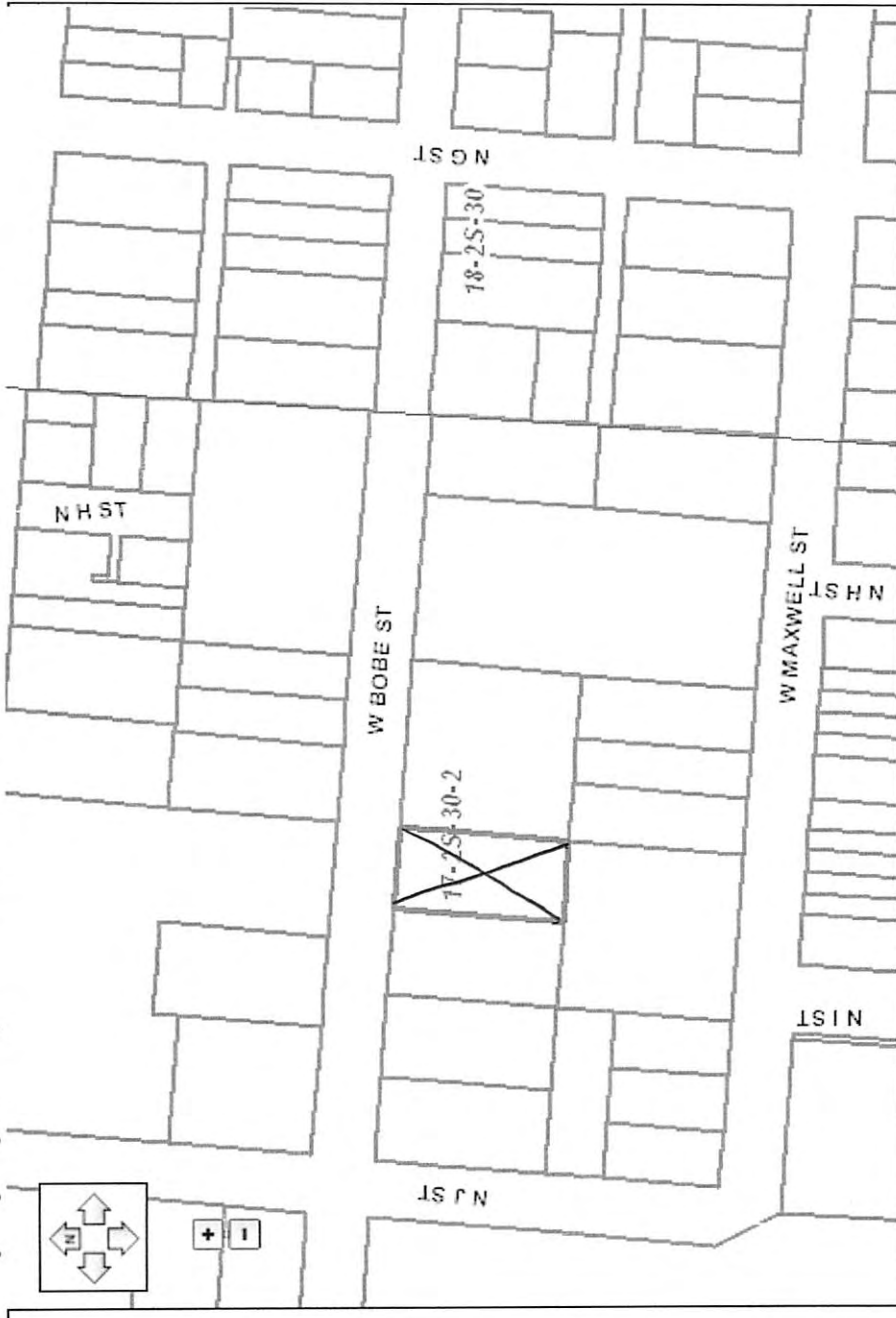


Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

Use numeric selection labels
 Download Selection Data (1 row)
 Record Search
 Print Tool
 Copy Map Image

Reference: 17-2S-30-1600-381-038
Account: 06-2179-000
Section Map: 17-2S-30-2
Situs: 1209 W BOBE ST
Subdivision:
 KANEN PLACE PB 1/2 P 96/9
Owner: SINKFIELD WILLIAM III &
Mailing Address:
 1209 W BOBE ST
 PENSACOLA, FL 32501
Last Sale: 12/2001, \$100
Property Use: SINGLE FAMILY RESID
Approx. Acreage: 0.2500
Building Count: 1
Total Heated Area: 1326
Zoned: R-4



Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection
Lookup Options: Auto Select
 Reference Nbr: Lookup Results:
Ex: 012N33444455666

**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. 03276 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 5th day of January, 2009, 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 three 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 Palafix Place Ste 110, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

E1/2 OF LT 38 KANEN PLACE NO 1 AND 2 PB 1/2 P 969 OR 464 P 124 OR 4330 P 889

**SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 1725301600381038
TAX ACCOUNT NUMBER 062179000**

** Property previously assessed to: WILLIAM SINKFIELD III ESTATE OF JEWEL SINKFIELD EST OF WILLIAM SINKFIELD JR KENNETH W SINKFIELD

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 5th day of January, 2012.

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

WITNESSES:
[Signature]
Nick Kelly
[Signature]
Marylin Ayala



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 5th day of January, 2012.



Ernie Lee Magaha, Clerk of the Circuit Court
[Signature]
Marylin Ayala, Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2135

County Administrator's Report 11. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Surplus and Sale of Real Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at 2006 Woodbury 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 2006 Woodbury Drive that has escheated to the County:

- A. Declare surplus the Board's real property, Account Number 11-3326-597, Reference Number 14-1N-31-1002-028-005;
- B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$54,175, 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 January 5, 2012. The Property Appraiser's 2011 Certified Roll Assessment value is \$54,175. 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

2006 Woodbury Dr

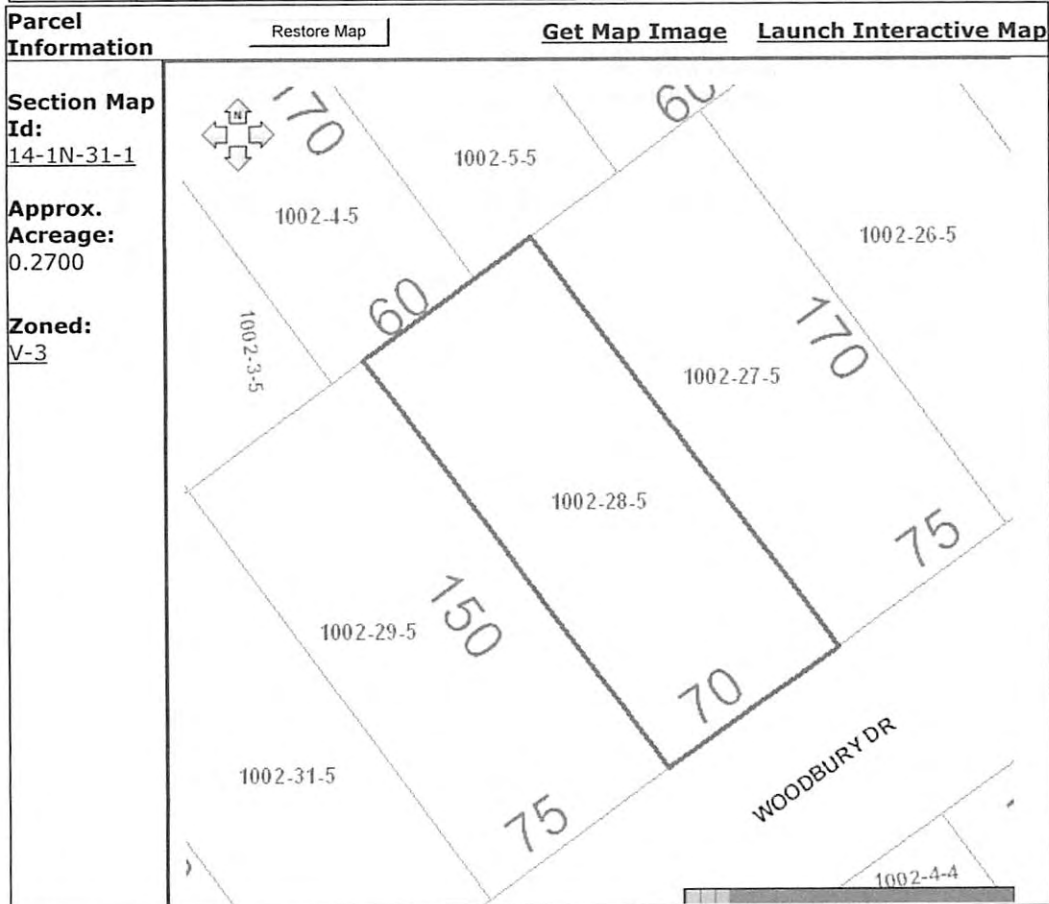
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2011 Certified Roll Assessment	
Reference:	141N311002028005	Improvements:	\$48,475
Account:	113326597	Land:	\$5,700
Owners:	WELLS THOMAS B	Total:	\$54,175
Mail:	2006 WOODBURY DR CANTONMENT, FL 32533	<u>Save Our Homes:</u>	\$49,437
Situs:	2006 WOODBURY DR 32533	Disclaimer	
Use Code:	SINGLE FAMILY RESID	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					2011 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type	Official Records (New Window)	HOMESTEAD EXEMPTION, VETERANS	
03/1983	1740 565	\$100	QC	View Instr	Legal Description	
10/1979	1383 530	\$22,900	WD	View Instr	E 45 FT LT 29 & W 25 FT LT 28	
01/1976	1005 810	\$13,000	WD	View Instr	BLK 5 RE S/D OF CANTONMENT	
01/1906	1118 809	\$20,800	WD	View Instr	HEIGHTS PB 3 P 64...	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					Extra Features	
					METAL SHED	



Buildings	
Building 1 - Address: 2006 WOODBURY DR, Year Built: 1977, Effective Year: 1977	
<div style="border: 1px solid black; padding: 2px;">Structural Elements</div> <p>FOUNDATION-SLAB ON GRADE EXTERIOR WALL-BRICK-FACE NO. PLUMBING FIXTURES-5.00 DWELLING UNITS-1.00 ROOF FRAMING-HIP ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER FLOOR COVER-CARPET NO. STORIES-1.00 FLOOR COVER-VINYL/CORK DECOR/MILLWORK-AVERAGE HEAT/AIR-CENTRAL H/AC STRUCTURAL FRAME-WOOD FRAME</p>	<div style="border: 1px solid black; padding: 5px;"> </div>
<div style="border: 1px solid black; padding: 2px;">Areas - 1485 Total SF</div> <p>BASE AREA - 1089 GARAGE FIN - 351 OPEN PORCH FIN - 45</p>	
Images	

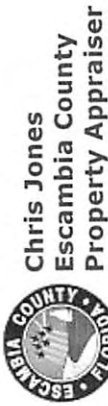


9/29/10

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
141N311002028005 - Full Legal Description

E 45 FT LT 29 & W 25 FT LT 28 BLK 5 RE S/D OF CANTONMENT HEIGHTS PB 3 P 64 OR 1383 P 530 OR 1740
P 565



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Use numeric selection labels
 Download Selection Data (1 row)

Record Search
 Reference: 14-1N-31-1002-028-005
 Account: 11-3326-597
 Section Map: 14-1N-31-1
 Situs: 2006 WOODBURY DR
 Subdivision: CANTONMENT HEIGHTS PB 2/3 P 73/64
 Owner: WELLS THOMAS B
 Mailing Address: 2006 WOODBURY DR
 CANTONMENT, FL 32533
 Last Sale: 3/1983, \$100
 Property Use: SINGLE FAMILY RESID
 Approx. Acreage: 0.2700
 Building Count: 1
 Total Heated Area: 1089
 Zoned: V-3

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. 07247 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 5th day of January, 2009, 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 three 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 45 FT LT 29 & W 25 FT LT 28 BLK 5 RE S/D OF CANTONMENT HEIGHTS PB 3 P 64 OR L383 P 530 OR 1740 P 565

SECTION 14, TOWNSHIP 1 NORTH, RANGE 31 WEST
REFERENCE NUMBER 141N311002028005
TAX ACCOUNT NUMBER 113326597

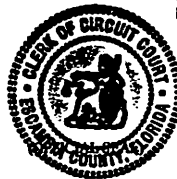
** Property previously assessed to: THOMAS B WELLS

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 5th day of January, 2012.

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

WITNESSES:
Shack Kelly
Shack Kelly
Marilyn Avila
Marilyn 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 5th day of January, 2012.



Ernie Lee Magaha, Clerk of the Circuit
Court
Marilyn Avila
Marilyn Avila, Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2105

County Administrator's Report 11. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Residential Rehab Grant Funding and Lien Agreements for 1230 West Bobe Street

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

Information

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 1230 West Bobe Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following February 16, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 1230 West Bobe Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Hurey J. Smith, owner of the residential property located at 1230 West Bobe Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$3,700, representing an in-kind match through Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for the installation of a new roof; and

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

BACKGROUND:

On February 16, 2012, a CRA meeting was convened to consider the approval of the aforementioned actions between Escambia County CRA and Hurey J. Smith. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Englewood TIF, Fund 151, Cost Center 220520, and Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), will handle all implementation tasks and will monitor the work in progress. CED/CRA staff will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Res Rehab Grant Agreements

Rendering of Project

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16th day of February 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Hurey J. Smith, (the "Recipient"), owner of property located at 1230 West Bobe Street, Pensacola, Florida, 32501.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$3,700**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,700**, which shall be comprised of a cash contribution of **\$3,700**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **16th** day of **February 2012**, and the Project shall be complete on or before the **16th** day of **May 2012** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local ***laws***, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

<u>County:</u>	<u>Recipient:</u>
Clara Long, Urban Planner II, CRA	Hurey J. Smith
Community & Environment Department	1230 Bobe Street
221 Palafox Place	Pensacola, FL 32501
Pensacola, Florida 32502	

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: *Kristin Hud*
Title: ACA
Date: 1/28/12

For: **Board of County Commissioners of Escambia County**

By: _____
Wilson B. Robertson, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Hurey J. Smith
Hurey J. Smith, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of January, 2012 by **Hurey J. Smith**, Property Owner. He/She () is personally known to me or () has produced FLIC 8530...45...0 as identification.



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: **Hurey J. Smith**
Property Address: **1230 West Bobe Street, Pensacola, FL 32501**

The "Project" includes the following improvement to the above referenced property:

Install a new roof.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

Hurey J. Smith

Address of Property

1230 West Boke Street
Pensacola, FL 32501

Property Reference No.

17-2S-30-1600-300-030

Total Amount of Lien

\$3,700

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Hurey J. Smith
Hurey J. Smith, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of January, 2012 by Hurey J. Smith, Property Owner. He/She () is personally known to me or () has produced FL Lic. 3580, n. 45, 0 as identification.



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By: Kristin Hud
Title: ACA
Date: 1/26/12

For: **Board of County Commissioners of Escambia County**

By: _____
Wilson B. Robertson, Chairman

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



**Installing a
new roof**



1230 W. Bobe St



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2106

County Administrator's Report 11. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Commercial Facade Grant Funding and Lien Agreements for 3912 Barrancas Avenue

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

Information

RECOMMENDATION:

Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3912 Barrancas Avenue - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following February 16, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3912 Barrancas Avenue:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Kerr Treehouse Day Care and Learning Center, Inc., owner of the commercial property located at 3912 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$9,437, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for painting the exterior building and improving the parking lot with parking pavers and striping; and

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

BACKGROUND:

On February 16, 2012, a CRA meeting was convened to consider the approval of the aforementioned actions between the Escambia County CRA and Kerr Treehouse Day Care and Learning Center, Inc. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301, and/or NEFI 2008 CDBG, Fund 129, Cost Center 220563, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) and NEFI staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA and NEFI staff, in coordination with the property owner(s), will handle all implementation tasks and will monitor the work in progress. CED/CRA staff will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Commercial Facade Grant Agreements

Rendering of Project

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16th day of February 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Kerr Treehouse Day Care and Learning Center, Inc., (the "Recipient"), owner of commercial property located at 3912 Barrancas Avenue, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$9,437**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$9,437**, which shall be comprised of a cash contribution of **\$9,437**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **16th** day of **February 2012**, and the Project shall be complete on or before the **16th** day of **May 2012**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner II, CRA
Community & Environment Department
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Kerr Treehouse Learning Center, Inc.
c/o Eugene Kerr
409 Reeves Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: #CH
Date: 1/26/12

For: **Escambia County
Board of County Commissioners**

By: _____
Wilson B. Robertson, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient: Kerr Treehouse Day Care and Learning Center, Inc.

Eugene Kerr, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____ 2012 by **Eugene Kerr**, Property Owner. He/She () is personally known to me or () has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Kerr Treehouse Day Care and Learning Center, Inc.**
Property Address: **3912 Barrancas Avenue, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

Painting the exterior building and improving the parking lot with parking pavers and stripping.

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Kerr Treehouse Day Care and Learning Center, Inc.</u>	<u>3912 Barrancas Avenue Pensacola, Florida 32507</u>	<u>50-2S-30-5000-040-001</u>

Total Amount of Lien **\$9,437**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape, and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Kerr Treehouse Day Care and Learning Center, Inc.

Eugene Kerr, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by **Eugene Kerr**, Property Owner. He/She () is personally known to me or () has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

For: **Escambia County
Board of County Commissioners**

This document approved as to form and legal sufficiency.

By: _____
Wilson B. Robertson, Chairman

By: Kristin Hud

Title: ACA

Date: 1/20/12

Date Executed: _____

BCC Approved: _____

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Repaint the Exterior building



Parking lot improvements with parking pavers and stripping.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2063

County Administrator's Report 11. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: 2011 Community Development Block Grant Program Fire Protection Improvements Project

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning 2011 Community Development Block Grant Program Fire Protection Improvements Project - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the 2011 Community Development Block Grant (CDBG) Fire Protection Improvements Project:

A. Approve the Interlocal Agreement with Emerald Coast Utilities Authority (ECUA), in the amount of \$151,500, providing for the completion of the Fire Protection Improvements Project (2011), including installation of fire hydrants and associated water main upgrades, primarily within Census Tracts 19, 21, 28.03 and 29; and

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

[Funding: Fund 129/2011 CDBG, Cost Center: 220439]

BACKGROUND:

Annually, during the CDBG Program planning cycle, the Board approves allocation of a portion of CDBG Program funding to support the enhancement of fire protection within lower income, under-developed areas of the County. The targeted area for the 2011 grant encompasses lower income neighborhoods which are served by ECUA. As denoted in Exhibit I, the 2011 CDBG Program project activities, as included in the Housing and Community Development Annual Plan, were approved by the Board on August 4, 2011, including an allocation of \$151,500 for Fire Protection Improvements in eligible portions of various CDBG eligible Census Tracts (2011 Project primarily involves work in eligible portions of various CDBG eligible Census Tracts 19, 21, 28.03, and 29), though other work may be added to the Agreement by mutual consent. CDBG funds provide for equipment, materials and installation associated with construction of improvements, while ECUA provides engineering, design and construction management inspection services. The project supports plans and activities of the County with respect to enhanced fire protection.

The basic project entails planned installation of approximately 4 fire hydrants and installing or upgrading existing water supply mains generally in areas denoted as follows (detailed location maps are included in the Agreement):

- o Along a portion of Mallory Street, between “X” and “Z” Streets (to include water main upgrades and one fire hydrant)
- o Along a portion of “X” Street between Moreno and Mallory Streets (to include water main upgrades and one fire hydrant)
- o Along a portion of North Old Corry Field Road generally between Srant Drive and West Jackson Street (to include water main upgrades and one fire hydrant)
- o Along Frontera Circle (to include water main upgrades and one hydrant)

BUDGETARY IMPACT:

Funds for this project are budgeted in Fund 129/2011 CBDG, Cost Center 220439.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement with ECUA included in Exhibit II has been reviewed and approved by Kristin Hual, Assistant County Attorney. ECUA's attorney has also reviewed and approved the Agreement.

PERSONNEL:

The project will be accomplished by contract with ECUA. ECUA will provide all project level engineering and technical coordination, while Neighborhood Enterprise Foundation, Inc. (NEFI) will manage CDBG/grant related matters. There will be no impact on County personnel or requirement for alteration of existing positions.

POLICY/REQUIREMENT FOR BOARD ACTION:

An Agreement between the ECUA and County effectuating the planned improvements and procedures for payment with CDBG funds is required in order to proceed with the project.

IMPLEMENTATION/COORDINATION:

This is the continuation of a multi-year project, and based upon the ECUA project schedule, all contract related improvements should be completed and operational within 12 months of the date of this Agreement. The Agreement is targeted for approval by the ECUA Board during their regular meeting on February 23, 2012. Contract administration will be managed by NEFI in coordination with the ECUA Engineering Division. The participating agencies are aware of the content of this recommendation and the planned approval schedule.

Attachments

Exhibit I

Exhibit II

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-14. Approval of Various Consent Agenda Items – Continued

8. See Page 39.
9. See Page 40.
10. Taking the following action concerning approval of the Escambia Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):
 - A. Approving the Escambia Consortium 2010-2014 Consolidated Plan, providing goals, objectives, and strategies for housing, community development, and fair housing activities, during the period October 1, 2010, through September 30, 2015;
 - B. Approving the Escambia Consortium 2011 Annual Action Plan for Housing and Community Development, including the Escambia County 2011 Annual Plan, detailing use of 2011 Community Development Block Grant (CDBG) funds, in the amount of \$1,883,282; 2011 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,576,794; and 2011 Emergency Shelter Grant (ESG) Program funds, in the amount of \$91,599; and
 - C. Authorizing the County Administrator to execute all Escambia Consortium 2010-2014 Consolidated Plan and 2011 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development (HUD), and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2011 CDBG, 2011 HOME, and 2011 ESG Programs.

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of February, 2012, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as "County" and the **EMERALD COAST UTILITIES AUTHORITY**, a local government body, corporate and politic, hereinafter referred to as "ECUA".

WITNESSETH:

WHEREAS, the County is interested in pursuing community improvements, neighborhood revitalization, and increasing fire protection for local residents and;

WHEREAS, the ECUA is the sole provider for the installation of fire hydrants within the CDBG Target Area including, but not limited to, portions of Census Tracts 19, 21, 28.03 and 29, and;

WHEREAS, the County received a Community Development Block Grant #B-11-UC-12-0012, through the U. S. Department of Housing and Urban Development, and;

WHEREAS, a portion of said grants funds have been prioritized for the express purpose of providing funds for water main upgrades and installation of said fire hydrants to be located within the designated CDBG Target Areas, and;

WHEREAS, the ECUA is a local governmental body, corporate and politic;

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

SECTION I: CONTRACT ADMINISTRATION

ECUA agrees to perform required tasks as stipulated in this Agreement under the general administration and coordination of the County's Agent, Neighborhood Enterprise Foundation, Inc., hereinafter referred to as "NEFI," located at 3420 Barrancas Avenue (Mailing Address: P. O. Box 18178, Pensacola, Florida 32523), Phone: (850) 458-0466, Fax: (850) 458-0464 and E-Mail: Randy_Wilkerson@co.escambia.fl.us

SECTION II: FUNDING

The funds to be made available to the ECUA for the **2011 Fire Protection Project** by the County in an amount not to exceed **\$151,500** are solely available from the 2011 Community Development Block Grant #B-11-UC-12-0012 as provided by the U. S. Department of Housing and Urban Development, hereinafter referred to as the "Grant". That portion of the Grant expressly dealing with the Fire Protection Improvements is hereby incorporated into this

Agreement by reference.

SECTION III: METHOD OF PAYMENT

1. From the proceeds of the Grant, the County agrees to provide the ECUA a maximum of **\$151,500** as compensation for the complete installation of as many of the proposed hydrant and water main improvements identified in Attachment A hereto as such funds will permit.

Compensation to ECUA shall include actual costs incurred in construction of the improvements and project related surveying; ECUA shall at its expense, provide other necessary engineering and administrative services.

2. The County will make payments to ECUA in the following manner:

Payment #1: Initial project disbursement will be made within (30) days of the agreement date and will be in an amount equal to 50% of the amount stipulated in Section III (1) above.

Payment #2: The second project disbursement will be made within thirty (30) days after the initiation of the installation of the hydrants and main upgrades cited in Attachment A, and will equal 40% of the amount stipulated in Section III (1) above.

Payment #3: The final project payment totaling the remaining 10% of the amount stipulated in Section III(1) above will be paid to the Authority after total completion of the project construction including final inspection and verification of proper operation of the hydrants and water mains.

3. The County shall make such payments to the ECUA no later than fifteen (15) days after the signed payment voucher and invoice, as approved by the County's agent, are received in the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

SECTION IV: SCOPE OF WORK

1. The ECUA will provide the County with an installation schedule for the work described in Attachment A as based upon ECUA's existing workload at the time of commission of the work by the County.

2. The ECUA will diligently strive to complete all required work within the minimal time required, however, in no instance shall the work take longer than one hundred eighty (180) days from the date of initial payment by the County.

3. The ECUA shall ensure that all work is performed and that each and every item of labor, together with all materials, tools, supplies, equipment, machinery, and means of transportation necessary to fully complete the work as described in this Agreement is furnished. Work is to be completed to the satisfaction of the County and its designated agent who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this agreement.

4. In the event that ECUA elects to subcontract work required hereunder, the County's agent shall participate in all aspects of the related bid and subcontracting process to ensure full compliance with all applicable Federal, State, and local rules, regulations, and procedures, including, but not limited to, requirements of the Davis-Bacon Act as amended and all costs related thereto. Further, ECUA shall continually assure full compliance with such requirements throughout the duration of this project.

5. Following installation, the ECUA shall maintain, operate, and protect said improvements in accordance with procedures utilized for other components of the water distribution system, and shall endeavor to provide optimal operation of the equipment for the public good.

6. The ECUA agrees to fully document completion of stipulated work in writing by furnishing copies of the ECUA's work orders, as built drawings, and other such documentation as required to clearly evidence the installation of the equipment in accordance with the intent of this Agreement. Such documentation shall be submitted to: NEFI, P. O. Box 18178, Pensacola, Florida 32523.

SECTION V: TERM OF AGREEMENT

1. This Agreement shall commence on the 16th day of February, 2012, and terminate within twelve (12) months from said date, unless extended by mutually written approval of both parties to this Agreement, or terminated earlier as provided for in Sections V(2) or V(3).

2. If the ECUA should fail to perform its duties as defined herein, the County may terminate this Agreement with a written ten (10) day notification, and any funds previously disbursed to the ECUA and not expended for the installation of fire hydrants and water mains in accordance with this Agreement will become instantly due and payable to the County.

3. As this Agreement is expressly contingent upon the availability of Federal Community Development Block Grant (CDBG) funds, should such funds cease to be available to the County for any reason, the County reserves the right to terminate this Agreement with ten (10) days written notice, and subject to availability of CDBG funds, pay ECUA for finished work with no legal or financial obligation for remaining project-related work.

SECTION VI: RECORDS

1. The ECUA agrees to maintain records specifically related to this project in such manner as to assure proper accountability of all CDBG funds, and will require the same of any subcontract parties.

2. These specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of six (6) years following termination of this Agreement, unless said records and accounts are the subject of audit or litigation in which case said records shall be maintained indefinitely pending resolution of such actions. Access to such records will be provided to the County, the Federal Department of Housing and Urban Development, and/or other duly authorized parties upon request.

SECTION VII: GENERAL PROVISIONS

1. ECUA accepts the terms of this Agreement and the Grant, specifically Federal Regulations cited at 24 CFR Part 570, and Regulations cited in Attachment B of this Agreement. Further, the ECUA agrees to incorporate these rules and regulations into any and all subcontracts which directly result from this project.

2. All parties agree to provide Equal Employment Opportunity to all individuals regardless of race, color, familial status, handicap, sex, disability, religion, or national origin. Further, the ECUA agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this Agreement is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

3. The County agrees that all hydrant and main improvements resulting from work by the ECUA under this agreement shall become the property of the ECUA after complete and satisfactory installation of said improvements by the ECUA.

4. All parties agree to abide by the HUD Section 3 Clause included in Attachment B.

5. All parties agree to abide by the Equal Opportunity Clause for Agreement subject to Executive Order #11246.

6. The ECUA shall continually ensure that all parties completing work under the provisions of this Agreement are fully ensured for workmen's compensation and general liability, and shall maintain adequate levels of insurance to assure the protection of the ECUA, and the County, and NEFI.

7. The ECUA will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. The ECUA will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The ECUA agrees to post in a conspicuous place notices provided by the County setting forth the provision of this Equal Opportunity clause.

8. The County's agent, NEFI, and ECUA shall ensure that during the implementation of the project, all applicable Federal, State, and Local rules, policies, and regulations are fully adhered to in accordance with provisions delineated in Attachment B of this Agreement.

SECTION VIII: PROCUREMENT REQUIREMENTS

The ECUA shall be required to adhere to generally accepted procurement standards in the purchase of materials, supplies, equipment, and/or contractual services associated with this project. All such procurements shall afford the maximum level of open competition among qualified bidders.

SECTION IX: NEPOTISM

The ECUA agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance under this Agreement which statute is hereby referred to and incorporated by reference herein.

SECTION X: UNDERSTANDING OF TERMS

1. **Attachments A-B** included herein are hereby incorporated as part and parcel of this Agreement and hold the same legal status as the main body of this Agreement.

2. This Agreement represents the entire and integrated agreement between the County and the ECUA and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both ECUA and County or in accordance with provisions contained in the Agreement document.

3. This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to the agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

4. It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as of the Agreement did not contain the particular part, term, or provision held to be invalid.

5. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready for reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

6. All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the respective addresses given below.

7. If any date herein set forth for the performance of any obligations, or for the delivery of any instrument, or for the giving to any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

8. This Agreement shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

9. Each individual executing this Agreement on behalf of the corporate entity or governmental entity represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS
P. O. Box 159I
Pensacola, Florida 32597

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Wilson B. Robertson, Chairman

BY: _____
Deputy Clerk

Approved: February 16, 2012

This document approved as to form
and legal sufficiency:

By: _____

Title: _____

Date: 1/9/12

EMERALD COAST UTILITIES AUTHORITY
9255 Sturdevant Street
Pensacola, Florida 32514

WITNESS:

Print Name: _____

Print Name: _____

By: _____
Name: **Stephen E. Sorrell**

Title: **Executive Director**

ATTACHMENT A

LOCATION OF FIRE HYDRANT AND WATER MAIN IMPROVEMENTS

=====
The attached maps include the minimum locations planned for improvements through this agreement (subject to available funding). Escambia County and ECUA reserve the right to increase the locations for improvements in CDBG eligible areas of the County.
=====



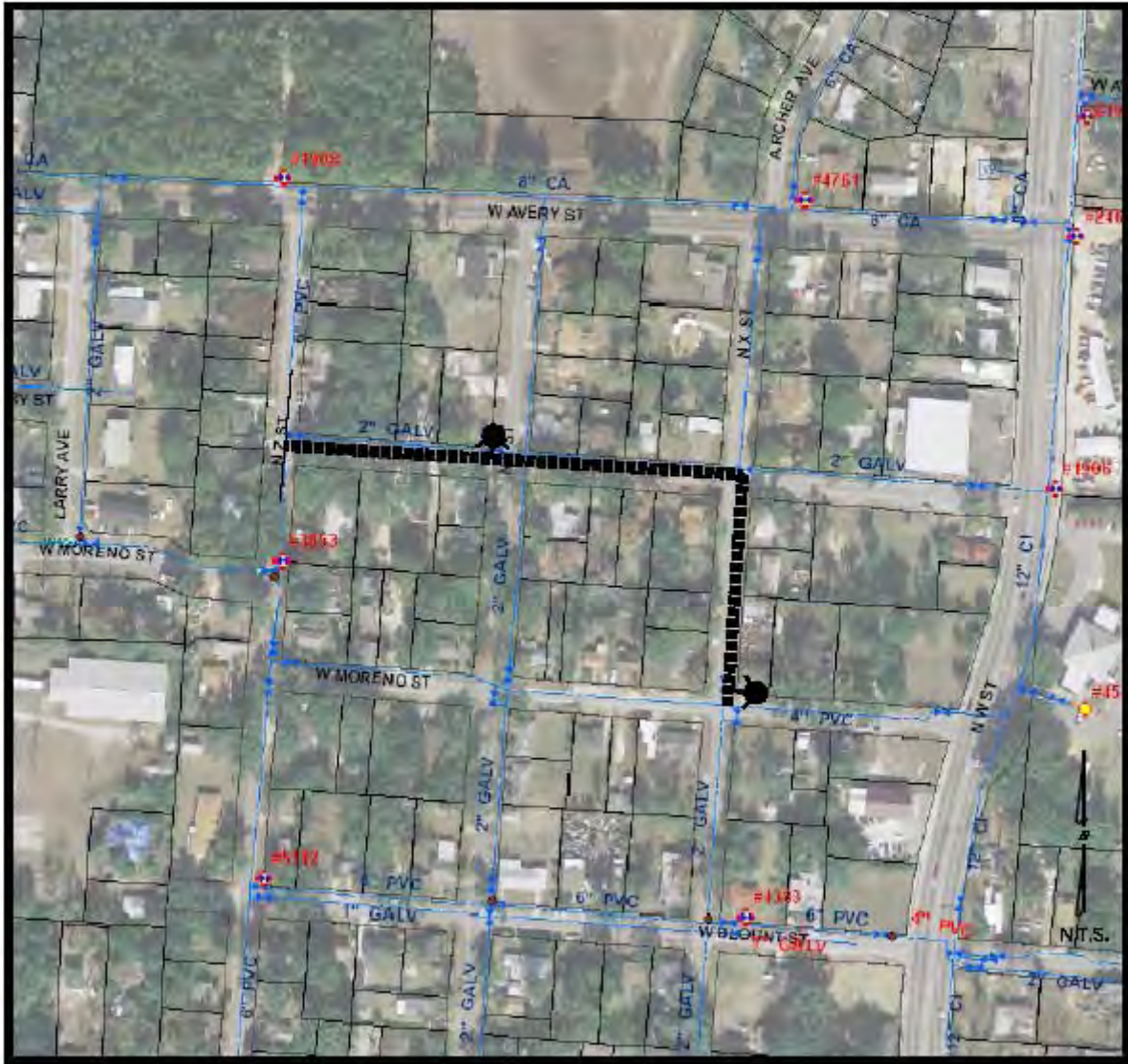
ESCAMBIA COUNTY UTILITIES AUTHORITY
ENGINEERING DEPARTMENT

ESCAMBIA COUNTY C.D.B.G. FIRE HYDRANT PROGRAM

IMPROVEMENT FOR

2011 PROGRAM YEAR

MALLORY and 'X' STREET



LEGEND

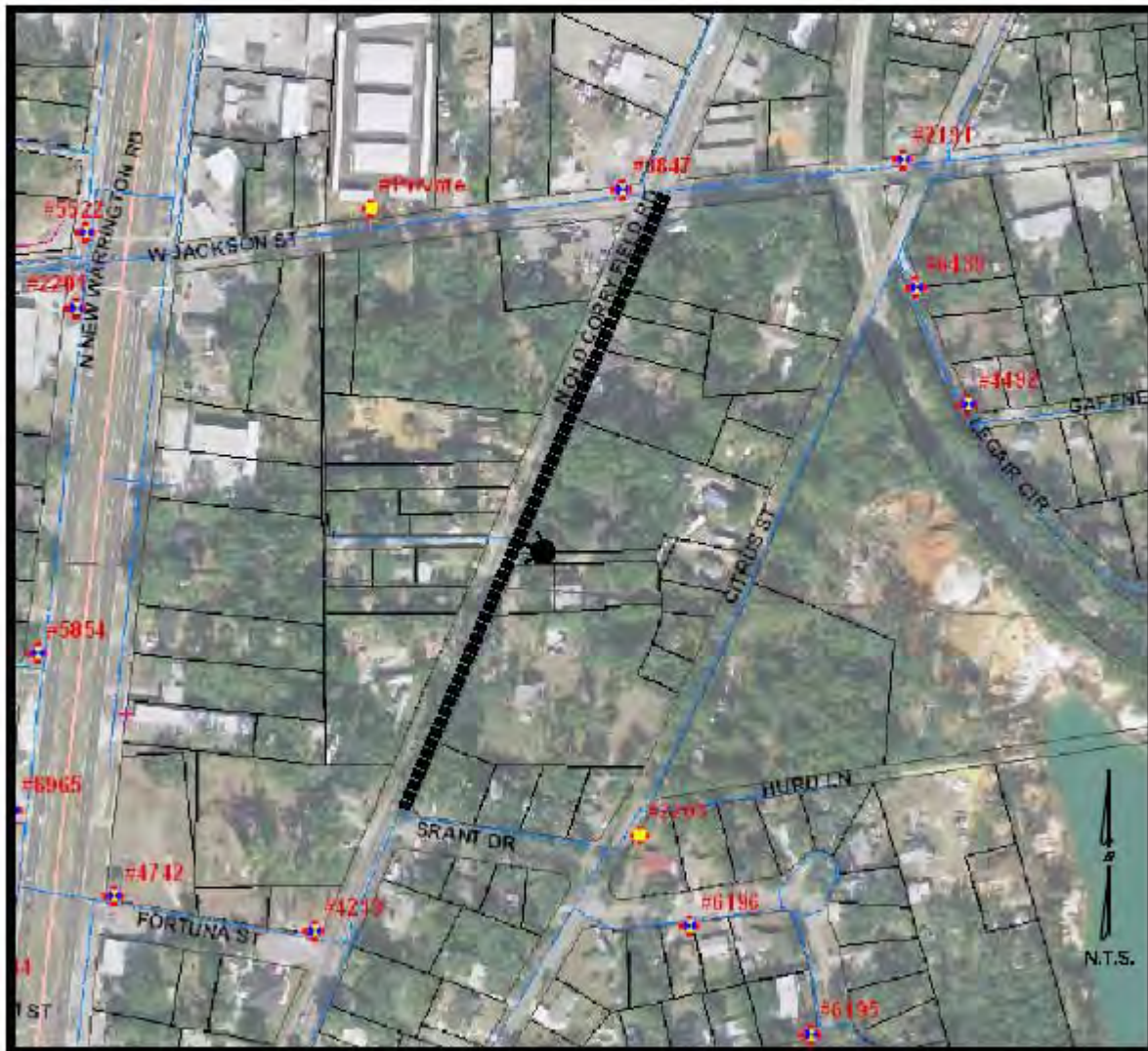
- : PROPOSED 6" WATER MAIN.
- 🔥 : PROPOSED FIRE HYDRANT.



ESCAMBIA COUNTY UTILITIES AUTHORITY
ENGINEERING DEPARTMENT

ESCAMBIA COUNTY C.D.B.G. FIRE HYDRANT PROGRAM

IMPROVEMENT FOR
2011 PROGRAM YEAR
OLD CORRYFIELD ROAD



LEGEND

- : PROPOSED 6" WATER MAIN.
- 🔥 : PROPOSED FIRE HYDRANT.



ESCAMBIA COUNTY C.D.B.G. FIRE HYDRANT PROGRAM

IMPROVEMENT FOR
2011 PROGRAM YEAR
FRONTERA CIRCLE



LEGEND

- : PROPOSED 6" WATER MAIN.
- : PROPOSED FIRE HYDRANT.

ATTACHMENT B
CONTRACT RELATED RULES AND REGULATIONS

LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202 (a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable

Standard Provisions (Continued)

17. Labor Standards Provisions to the extent required by Section 10 of the Housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization
19. Affirmative Action in Employment and Employment Matters
The ECUA has an approved Affirmative Action Plan and maintains such Plan in ECUA's official records. The Plan is available for inspection or review at the Administrative Offices of the ECUA.
20. Section 3 of the Housing and Community Development Act of 1968, as amended
21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Subrecipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.

**SUPPLEMENTAL
INFORMATION REGARDING THE FEDERAL LAWS OR REGULATIONS IS INCLUDED IN
THE AGREEMENT ON THE FOLLOWING PAGES AND EACH PROVISION IS
AN INTEGRAL PART OF THE AGREEMENT AND IS FULLY BINDING UPON THE
RECIPIENT. EACH PROVISION SHOULD BE CAREFULLY REVIEWED TO ASSURE
EXISTING COMPLIANCE AND/OR THE CAPACITY TO COMPLY WITH SAID PROVISIONS.**

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

EMERALD COAST UTILITIES AUTHORITY (ECUA) certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or

- (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: EMERALD COAST UTILITIES AUTHORITY Date: 2/16/2012

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-11-UC-12-0021

EMERALD COAST UTILITIES AUTHORITY shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

EMERALD COAST UTILITIES AUTHORITY
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

FIVE (5)

SIGNED: _____
Certifying Officer
Stephen E. Sorrell
Emerald Coast Utilities Authority

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____ Date: _____

Certifying Official

Stephen E. Sorrell

Emerald Coast Utilities Authority

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____
Name: Stephen E. Sorrell
Title : Executive Director

2011 ECUA Fire Protection Project
Project Name
B-11-CDBG-UC-ECUA
Project Number

Firm/Agency: EMERALD COAST UTILITIES AUTHORITY
Street Address: 9255 Sturdevant Street
Pensacola, Florida 32514

FR 24.510 & 24 CFR, Part 24, Appendix A

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. **Purpose:** **THIS SECTION** includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and their Subcontractors must conform with the following:

2. **Standard Contract Provisions (Full Text Attached)**

All applicable Federal provision are attached including:

1. Certification of Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance Certification
4. Americans with Disabilities Act (ADA)
5. Anti-Kickback Act
6. Executive Order 11246/Affirmative Action
7. Title VI of the Civil Rights Act
8. Lead Base Paint Prohibition
9. Flood Hazards Mitigation (where applicable)
10. Architectural Barriers Act (where applicable)
11. Energy Policy and Conservation Act
12. Section 503 and 504 of the Rehabilitation Act of 1973
13. Contract Work Hours and Safety Act
14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. **Affirmative Action Plan**

ECUA maintains a duly adopted Affirmative Action Plan or Statement which is available for public inspection and review during normal business hours.

4. **HUD Section 3 Plan and Compliance Requirements**

The successful Bidder on construction of the project must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. **Access to Related Documents**

Contracting entity understands that acceptance of this contract assures that Escambia County, Department of Housing and Urban Development, the Comptroller General of the United States, or any duly authorized representative of such agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least six (6) years and longer should they be the subject of inspection, litigation, or under review.

6. Interest of Certain Federal and Other Officials

- A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

- B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. Reporting, Copyrights, and Patents

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee.

Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

- A. Activities and Contracts Not Subject to Executive Order 11246, as Amended
(applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

- (1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contracting entity and subcontractors thereto or shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

(1) Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this is section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sections of noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

(a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation 19.9%

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is **Escambia County, Florida**.

(3) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(1) As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.

d. "Minority" includes:

(I) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(II) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(III) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and

(IV) American Indian or Alaskan Native (all persons having origins of any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$1 0,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not execute any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (a) through (p). of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to, employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all

foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees

at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other g by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is no obligation to do so under 41 CFR 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 (a) through (p). of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.

(9) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local is or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-Segregated Facilities (Contracts over\$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, Deportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity financed in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business and Opportunities

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 503 Handicapped (Contracts \$2,500 or Over)

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirement of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) Stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Directors' office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will includes or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures)

The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based

paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)

Activities undertaken under this contract are subject to the provisions of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for

audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of six (6) years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. Minority and Female Contractor Resources

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the Florida Department of Management Services/Office of Supplier Diversity, the Escambia County Office of Purchasing, the U.S. Department of Housing and Urban Development/Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.25/hour be paid (**unless the minimum wage required by the State of Florida is higher, whereupon the higher Florida minimum wage rate shall be required**)
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;

5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

15. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

**ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS
SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT TO THE
SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR**

Title 18, U.S.C., section 874

(Replaces section 1 of the Act as of June 13, 1934 (48 Stat. 948, 40 U.S.C., sec 276b)

pursuant to the Act as of June 25, 1948, 62 Stat. 86.2)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 Stat. 967, 40 U.S.C., Sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works, or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week, Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part" as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

29 CFR 3.1 - Purpose and scope.

Section Number: 3.1

Section Name: Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

29 CFR 3.2 - Definitions.

Section Number: 3.2

Section Name: Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 3.3 - Weekly statement with respect to payment of wages

Section Number: 3.3

Section Name: Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

Section Number: 3.4

Section Name: Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor. (Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

Section Number: 3.5

Section Name: Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) It is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) No profit or subcontractor and representatives of its employees; (3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either:

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 3.6 - Payroll deductions permissible with the approval of Secretary of Labor

Section Number: 3.6

Section Name: Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2138

County Administrator's Report 11. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Change Orders #02 and #003 to the Communications System Agreement between Motorola Solutions, Inc., (fka Motorola, Inc.) and Escambia County, Florida

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Change Orders #02 and #003 to the Communications System Agreement between Motorola Solutions, Inc., (fka Motorola, Inc.) and Escambia County, Florida (P25 Project) - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning Change Orders #02 and #003 to the Communications System Agreement between Motorola Solutions, Inc., (fka Motorola, Inc.) and Escambia County, Florida (P25 Project):

- A. Approve Change Order #02 and Change Order #003 to the Agreement for the P25 Project, which provides for mutually agreed upon modifications to the system design with no change to the Contract price or other terms and conditions of the Agreement; and
- B. Authorize the Chairman to sign the Change Orders.

[Funding Source: Fund 352, LOST III]

BACKGROUND:

On October 7, 2010, the Board approved the Communications System Agreement between Motorola, Inc. and Escambia County, Florida, and, in its meeting held August 18, 2011, approved Change Order #001 to add equipment to include SRIA in the emergency communication system upgrade (P25 Project). As the project progressed, it was determined by users involved that certain equipment identified in the original plan was unnecessary, while certain equipment not included was necessary. In addition, it was determined that NICE Inform was necessary to provide structure to enable two Public Safety Answering Points, Public Safety's Emergency Communications Center (ECC) and Sheriff's Office, to take in, process and store event information in a variety of media. This platform will provide each PSAP instant and searchable access to incidents. The credit for the returned equipment was applied to the cost of the NICE Inform and storage center, resulting in a zero net change to the Agreement price and associated purchase order.

BUDGETARY IMPACT:

These change orders result in a zero net change to the Agreement price and associated purchase order.

LEGAL CONSIDERATIONS/SIGN-OFF:

Change Order #02 and #003 have been approved by Kristen Hual, Assistant County Attorney, as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinance of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Motorola P25 CO #02

Motorola P25 CO #003

Change Order No. 02
Date: 1/30/12
Project Name: Escambia County P25 Conventional Upgrade
Customer Name: Escambia County Florida, Public Safety
Customer Project Mgr: Mike Moring

The purpose of this Change Order is to:

Change in project scope:

1. deletion of Station 5 (Century) site from system
2. deletion of PTP hop from Station 5 to North site
3. addition of new Century Water Tank site
4. addition of PTP hop from Century Water Tank to North site
5. addition of 11GHz PTP microwave link Public Safety to WSRE
6. addition of 23GHz PTP microwave link WSRE to SO
7. addition of TX site at Warrington
8. addition of TX site at Walnut Hill
9. addition of upgraded UPS power in Master site
10. addition of upgraded UPS power in all remote sites
11. addition of stubby antennas for portable radios
12. addition of antennas & lines at Gonzalez site
13. addition of ADP privacy on mobiles
14. addition of enhanced digital ID display

Contract # 10-29061

Contract Date: 10/07/2010

In accordance with the terms and conditions of the contract identified above between [Escambia County, FL Public Safety] and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$12,500,000.00
Previous Change Order amounts for Change Order numbers 01 through 01	\$ 208,714.00
This Change Order:	\$ 0.00
New Contract Value:	\$ 12,708,714.00

Completion Date Adjustments

Original Completion Date:	12/31/11
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Current Completion Date prior to this Change Order:	12/31/11
New Completion Date:	12/31/11

Changes in Equipment: *(additions, deletions or modifications)* **Include attachments if needed**

Change order equipment list (CO-02 equipment list) attached - Exhibit 1

Changes in Services: *(additions, deletions or modifications)* **Include attachments if needed**

None

Schedule Changes: *(describe change or N/A)*

None

Pricing Changes: *(describe change or N/A)*

None

Customer Responsibilities: *(describe change or N/A)*

None

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

None

This document approved as to form
 and legal sufficiency
 By: ANDREW HIND
 Title: ATTORNEY GENERAL
 Date: 2/2/12

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.

By: [Signature]

Printed Name: Scott Adler
 Title: MSSSI VP and Director, Sales
 Date: January 30, 2012

BOARD OF COUNTY COMMISSIONERS
Customer ESCAMBIA COUNTY, FLORIDA

By: _____

Printed Name: _____
 Title: Wilson B. Robertson, Chairman
 Date: _____

ATTEST ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
 By: _____
 DEPUTY CLERK

Reviewed by: E. G. Dittburner
 Motorola Solutions Project Manager

Date: 11/9/2011

EXHIBIT #1 - CO-02 equipment list

QTY	MODEL NO.	DESCRIPTION
2	01010210005	ODU-A 23GHZ, TR1200, LO, B5 (21200.0 - 21600.0 MHZ), RECTANGULAR WG, N
2	01010210006	ODU-A 23GHZ, TR1200, HI, B5
5	WB3546	PTP800 MODEM CAPACITY CAP - FULL CAPACITY (PER UNIT)
2	85010089011	1' HP ANTENNA, 21.20 ~ 23.60 GHZ, SINGLE POL, MOT INTERFACE
1	WB3480AA	PTP 800 MODEM 1000/100BASET WITH CAPACITY CAP 10 MBPS
2	WB3480AA	PTP 800 MODEM 1000/100BASET WITH CAPACITY CAP 10 MBPS
1	01010208001	11GHZ B5, LO, ODU-A 11GHZ, TR 490 & 500, LO, B5 (10700.0 - 10890.0 MHZ)
1	01010208002	ODU-A 11GHZ, TR 490 & 500, HI, B5 (11200.0 - 11390.0 MHZ), RECTANGULAR
1	85010089001	2' HP ANTENNA, 10.70-11.70 GHZ, SINGLE POL, MOT INTERFACE
2	WB3657A	LIGHTNING PROTECTION KIT (2XSPU+MOUNTING KIT)
2	WB3616A	COAXIAL CABLE INSTALLATION ASSEMBLY KITS (W/O SURGE ARRESTOR)
0	WB3622A	AC-DC POWER SUPPLY CONVERTOR (NO LEAD CABLE INCLUDED)
0	WB3618A	MAINS LEAD- US 3PIN TO C5 (PTP800 AC-DC PSU)
2	30010194001	50 OHM BRAIDED COAXIAL CABLE - 75 METER, 246 FEET
1	WB3560	PTP800 SERIES 1ST YR UPGRADE TO NEXT BUSINESS DAY ADVANCED REPLACEMENT
1	WB3659	FCC M/W FREQ COORDINATION SERVICE
2	WB3486A	PTP800 CMU 19' RACK MOUNT INSTALLATION KIT
4	01010419001	COAXIAL CABLE GROUNDING KITS FOR 1/4" AND 3/8" CABLE
2	DS15201	SUMMIT X150-24T, 24 10/100BASE-TX, 2 GIGABIT COMBO PORTS
2	WB3480AA	PTP 800 MODEM 1000/100BASET WITH CAPACITY CAP 10 MBPS
1	01010208001	11GHZ B5, LO, ODU-A 11GHZ, TR 490 & 500, LO, B5 (10700.0 - 10890.0 MHZ)
1	01010208002	ODU-A 11GHZ, TR 490 & 500, HI, B5 (11200.0 - 11390.0 MHZ), RECTANGULAR
1	85010089001	2' HP ANTENNA, 10.70-11.70 GHZ, SINGLE POL, MOT INTERFACE
2	WB3657A	LIGHTNING PROTECTION KIT (2XSPU+MOUNTING KIT)
2	WB3616A	COAXIAL CABLE INSTALLATION ASSEMBLY KITS (W/O SURGE ARRESTOR)
2	WB3622A	AC-DC POWER SUPPLY CONVERTOR (NO LEAD CABLE INCLUDED)
2	WB3618A	MAINS LEAD- US 3PIN TO C5 (PTP800 AC-DC PSU)
2	30010194001	50 OHM BRAIDED COAXIAL CABLE - 75 METER, 246 FEET
1	WB3560	PTP800 SERIES 1ST YR UPGRADE TO NEXT BUSINESS DAY ADVANCED REPLACEMENT
1	WB3659	FCC M/W FREQ COORDINATION SERVICE
2	WB3486A	PTP800 CMU 19' RACK MOUNT INSTALLATION KIT
4	01010419001	COAXIAL CABLE GROUNDING KITS FOR 1/4" AND 3/8" CABLE
2	DS15201	SUMMIT X150-24T, 24 10/100BASE-TX, 2 GIGABIT COMBO PORTS
20	DS1101378	Rack Mount Adapter Plate for 19 inch DSOP820B
20	DSDOP820B	ENH: ADP PRIVACY
16	DQPWHA3RUBLK	3 RACK UNIT PANEL -COOL BLACK
430	M21SSM9PW1 N	DIGITAL CONVENTIONAL PACKAGE
332		ENH: DIGITAL ID DISPLAY
430	M21SSM9PW1 N	DIGITAL CONVENTIONAL PACKAGE
332		ENH: DIGITAL ID DISPLAY
4	DSBA16067DIN	ANTENNA, LOW PIM, 400-520 MHZ, EXP
4	DS1050125AA	VHF COMB 750W, 100-512 MHZ, DIN MAL
4	RRDN6870A	JAU012DMDM10 1/2 10 FOOT JUMPER
60	T7244	ANALOG CONVENTIONAL PACKAGE
60	G808	ENH: ASTRO DIGITAL CAI OPRN
60	G344	ENH: UPGRADE CONVENTIONAL MOBILE
60	G114	ENH: DIGITAL ID DISPLAY
60	G193AF	ADD: ADP SW DSP BASED CRYPTO



Change Order #:	003
Date:	1/26/12
Project Name:	Escambia County P25 Conventional
Customer Name:	Escambia County Public Safety
Customer Project Manager:	Michael T Moring
Motorola Project Manager:	Earl Dittburner
Motorola Account Manager:	Richard Shelby

1. The purpose of this Change Order:

System Design: This Change Order provides for the mutually agreed modifications to the system design listed below:

Motorola Contract No.	10-29061	Contract Date:	10/07/2010
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In accordance with the terms and conditions of the Contract identified above between **Motorola Solutions, Inc. f/k/a Motorola, Inc.** and **Escambia County, Florida, Public Safety**, the changes described here are approved:

2. Contract Price Adjustments

Original Contract Price:	\$	\$ 12,708,714.00
Amounts of Previous Change Orders	\$	208,714.00
This Change Order 003:	\$	0.00
New Contract Price :	\$	12,708.714.00

3. Completion Date Adjustments

Original Completion Date:	December 31, 2011
Current Completion Date prior to this Modification:	December 31, 2011
New Completion Date as of Change Order 003	December 31, 2011



4. Changes in Equipment:

Change Order 001 Equipment List is included in Exhibit "A."

5. Changes in Services:

Change Order 001 System Description located in Exhibit "B".
Change Order 001 Scope of Work is allocated in Exhibit "C".

6. Schedule Changes: No changes to the scheduled completion date.

7. Pricing Changes: The changes described herein result in a net change of \$0.00 to the Contract Price.

8. Customer Responsibilities: No change.

9. Payment Schedule: Payment Terms for Change Order.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any *inconsistencies* between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF, the parties have executed this Change Order, which is effective as of the last date signed below.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Motorola Solutions, Inc.

Escambia County FL Public Safety

By: [Signature]

By: _____

Name: Scott Adler _____

Name: Wilson B. Robertson, Chairman

Title: MSSSI Vice President and Director, Sales _____

Title: _____

Date: January 30, 2012 _____

Date: _____

PROJECT MANAGER APPROVAL: The work described herein has / has not been completed.

This document approved as to form and legal sufficiency.

By: [Signature]

Title: ACF

Date: 2/6/12 2 of 4

ATTEST **ERNIE LEE MAGAHA**
CLERK OF THE CIRCUIT COURT
By: _____
DEPUTY CLERK



Exhibit A

Pricing Summary

Pricing / equipment list

Description	Price (\$)
System/Solution Total	
<u>INFORM & Storage Center Equipment/Software Total, including:</u> <ul style="list-style-type: none"> - (1) NICE INFORM Server License - (132) NICE INFORM Voice Channel License - (1) NICE INFORM Reconstruction Module Software License - (5) NICE INFORM Reconstruction Module Concurrent User License - (1) NICE INFORM Organizer Module Software License - (5) NICE INFORM Organizer Module Concurrent User License - (1) NICE INFORM Media Player License - (10) MS SQL 2005 Server Client Access License, per concurrent system user license - Storage Center Basic Server Software - Storage Center per (50) Recorder Channel Licenses 	
<u>EMERGENCY MANAGEMENT MOBILES</u> <ul style="list-style-type: none"> • (4) XTL2500 Dash Mount Mobiles • (2) XTL2500 "Dual Control Head" Mobiles 	
<u>Implementation/Install/Training, including:</u> <ul style="list-style-type: none"> - System Integration - NICE INFORM & Storage Center Installation - "Gold Service" During One Year Warranty Period (INFORM & Storage Center) - Recording Platform Installation Services – (1) Day - Field Technical Response Team - Motorola Project Management, Engineering, & "Upgrade Operations" - Motorola System Technologist - NICE INFORM 2-Day Instructor led training for up to (6) students - Remote Project Management for Storage Center – (1) Day - NICE Project/Professional Services for Storage Center – (2) Days 	
<u>Emergency Management Mobile Installs</u> <ul style="list-style-type: none"> • Included in the original project 	
Subtotal	\$103,758
<i>ERA (Equipment Returns) Credits on Account</i>	<i>(\$103,758)</i>
Total for NICE INFORM, Storage Center & Emergency Mgt. Mobiles	\$0



Exhibit B

System Description

Nice Inform

Exhibit C

Scope Of Work

No changes to project scope of work



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2137

County Administrator's Report 11. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Purchase Order to NexGen Public Safety Solutions, LLC for Getac Rugged Laptops for EMS Vehicles

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Purchase Order to NexGen Public Safety Solutions, LLC, for Getac Rugged Laptops for EMS Vehicles - Michael D. Weaver, Public Safety Department Director

That the Board authorize the County to piggyback off GSA Contract GS-35F-0143R, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemption; and Section 46-64, Board Approval, and award a Purchase Order to NexGen Public Safety Solutions, LLC, in the amount of \$131,724, (prepay and add), for purchase of 36 Getac B300 fully rugged laptops for EMS (Emergency Medical Services) vehicles, as part of the ambulance mapping and routing project.

[Funding Source: Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 56401]

BACKGROUND:

In its meeting held February 2, 2012, the Board authorized a purchase order for the purchase, installation and maintenance of software for mapping and routing of EMS vehicles. That software will integrate Automated Vehicle Location (AVL) and these computers, which will serve as Mobile Data Terminals (MDTs). The MDT component will enable Public Safety Telecommunicators dispatching 911 calls from the Escambia County Emergency Communications Center to deploy the closest ambulance to the incident and will display on the ambulance's laptop screen the quickest route for it to travel, adjusting routing recommendations based on road network, construction and directionals.

BUDGETARY IMPACT:

Funding is available in Fund 408 Emergency Medical Service, Cost Center 330302 EMS Operations, Object Code 56401 Machinery & Equipment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemption; and Section 46-64, Board Approval.

IMPLEMENTATION/COORDINATION:

Following Board approval, Public Safety will submit a purchasing requisition for this purpose.

Attachments

NexGen Getac Laptops for EMS



Escambia County Department of Public Safety
February 2, 2012

GETAC B300 Fully Rugged Laptop

GSA# GS-35F-0143R

Vendor ID: 45-4068740

PRODUCTS & SERVICES

Quantity	Model #	Equipment Description	Unit Price	Total
36	BTG117	Intel i7-620LM 2.0GHz, 4MB Cache, 2GB DDR3 RAM, 250 GB HDD, 1400 NITs QuadraClear <i>Touch Screen</i> Display, Mechanical Backlit Keyboard, SuperMulti DVD, 802.11N Wireless, Bluetooth, PCMCIA type II+Express Card 54/34, Low Temp -20C, Fingerprint, IP65, Win7	\$ 3,264.00	\$ 117,504.00
36	B-4GBRAM2	Upgrade from 2GB to 4GB RAM	N/C	N/C
36	INCLUDED	5 Year Bumper to Bumper warranty	N/C	N/C
36	B-ACADA	AC Adapater & power cord	\$ 63.00	NC
36	B-MAINBATT	Spare Battery	\$ 124.00	NC
36	B-80SSD	Upgrade HDD to 80GB SSD	\$ 395.00	\$ 14,220.00
			SubTotal	\$ 131,724.00
			Shipping	INCLUDED
			Sales Tax	EXEMPT
			Total	\$ 131,724.00

OPTIONAL PRODUCTS & SERVICES

Quantity	Model #	Equipment Description	Unit Price	Total
Havis Mounting Equipment for Ford Expedition's 2007, 2008, 2010				
1	PKG-PSM-209	PKG, BASE, VMT, HDM, W-SHRTHNDL,, EXPD, 97-11	\$ 452.07	\$ 452.07
1	UT-X-T	DEVMT, UTLM, UNVMT, W-LOCK	\$ 198.66	\$ 198.66
1	C-LP-4	HAVIS SHIELD 4 LIGHTER PLUG OUTLETS PLATE	\$ 36.00	\$ 36.00
1	PKG-PSM-237	HAVIS MOUNTING EQUIPMENT FOR FORD EXPLORER	\$ 452.07	\$ 452.07
1	SS-UT-X	HAVIS SCREEN STIFFENER	\$ 53.33	\$ 53.33
1	B-BCHGR	GETAC EXTERNAL DUAL BAY BATTERY CHARGER (MAIN BATTERY) w/AC ADAPTER	\$ 399.00	\$ 399.00
1	B-1232VDC	GETAC 12-32VDC VEHICLE ADAPTER/CHARGER	\$ 129.00	\$ 129.00
			Shipping for Havis Products	\$ 725.00

CONTACT INFORMATION

Stacey Kurtz, VP of Sales
NexGen Public Safety Solutions
249 Grand National Drive, #101
Sanford, FL 32771
Phone: 407-802-3328 xt. 561
skurtz@ngpss.com

TERMS & CONDITIONS

- Purchase Orders Made Payable To: NexGen Public Safety Solutions, LLC
- Payment Terms: Net 30
- Price valid through: February 28, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2107

County Administrator's Report 11. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Amendment #1 to Lake Stone Campground Agreement

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Amendment #1 to the Lake Stone Campground Facility Management Agreement - Michael Rhodes, Parks & Recreation Department Director

That the Board approve Amendment #1 to the Agreement between Escambia County Board of County Commissioners and Mervyn Leroy Simmons for the Management of Lake Stone Campground Facility and authorize the County Administrator to sign Amendment #1, extending the existing Contract an additional year, effective February 12, 2012.

[Funding Source: General Fund 001, Lake Stone Cost Center 350204]

BACKGROUND:

The Lake Stone Campground is located at 801 West Highway 4 in Century, Florida. Since the inception of the Lake Stone Campground, the County has entered into an agreement for on-site caretaker/management services at the facility. Mervyn Simmons has served as the caretaker since February 2009.

BUDGETARY IMPACT:

The funding source for the Agreement and the Amendment is General Fund 001, Lake Stone Cost Center 350204 in the amount of \$10,200 paid via 12 equal monthly installments of \$850 with housing and utilities provided. This amount is currently allocated in the FY 2012 budget and will be budgeted in FY 2013.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the Amendment as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such agreements/amendments concerning County property and facilities.

IMPLEMENTATION/COORDINATION:

The Parks & Recreation Department is responsible for coordination of all aspects of the Agreement and Amendment for caretaker/management services at Lake Stone Campground.

Attachments

LS Amend 2012_13

AMENDMENT #1 TO THE AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND MERVYN LEROY SIMMONS FOR THE MANAGEMENT OF THE LAKE STONE CAMPGROUND FACILITY

WHEREAS, commencing on or about February 12, 2011, the County previously entered into an agreement with Mervyn Leroy Simmons for a term of one (1) year relating to the management of the Lake Stone Campground Facility; and

WHEREAS, the Parties have agreed to extend the term of the Agreement for an additional one (1) one year period as provided in paragraph 5 of the Agreement; and

WHEREAS, as a result of said revisions, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Mervyn Leroy Simmons, as an independent contractor (hereinafter referred to as a "Contractor"), hereby agree to amend the Agreement as follows:

WITNESSETH:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That pursuant to paragraph 5 of the original Agreement, the Parties agree to extend the term of the Agreement for one (1) one year period ending on February 10, 2013.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and

Contractor, Mervyn Leroy Simmons, duly authorized to execute same.

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida.

By: _____
Charles R. "Randy" Oliver, CPA PE
County Administrator

WITNESS:

Date: _____

By: _____

By: _____

This document approved as to form and legal sufficiency.

By: *Justin Hual*

Title: ACA

Date: 1/17/12

CONTRACTOR:

MERVYN LEROY SIMMONS, a sole proprietor authorized to transact business in the State of Florida.

By: *Mervyn L. Simmons*

Date: 1-23-12

WITNESS:

By: *Michael Rode*

By: *Nip Hain*

To whom it may concern:

I MERUYN SIMMONS would like to extend my contract with Escambia County for another year.

Thanks:

MERU SIMMONS

OK

Michael P. Baker
1/17/12

2/3/2011 CAR 1110

AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND MERVYN LEROY SIMMONS FOR THE MANAGEMENT OF THE LAKE STONE CAMPGROUND FACILITY

WHEREAS, Escambia County, Florida, by and through its Board of County Commissioners, operates and maintains that certain recreational property known as Lake Stone Campground for the use and benefit of the general public; and

WHEREAS, supervision is required to properly and adequately render services to the public utilizing the facilities of said property; and

WHEREAS, the duties, obligations, operation, and responsibilities for same may be performed through the employment by the County of an independent "Contractor".

NOW THEREFORE, this Agreement is made between Escambia County, Florida, by and through its Board of County Commissioners, as manager, hereinafter referred to as "County" and Mervyn Leroy Simmons, as an independent contractor, hereinafter referred to as a "Contractor."

WITNESSETH:

1. Contractor shall furnish labor, service, and maintenance to the area known and designated as Lake Stone Campground. This work shall consist of the hereinafter designated contractual duties:
 - A. The Contractor shall maintain the grounds of the Lake Stone Campground, carry out janitorial cleaning of the restrooms and bathhouse area at the campground, the janitorial cleaning of the restrooms at the boat ramp, the janitorial cleaning and setup of the group pavilion, and the keeping of the campground area, the bathhouse, and all restroom areas clean and free of litter.
 - B. The Contractor shall operate and maintain the concession sales on the premises. The Contractor shall sell soft drinks, snacks, fish bait, fishing tackle, and other campground related items. The Contractor shall not sell beer, wine or alcoholic beverages. All revenue derived from the sale of such concession items shall be retained by the Contractor as part of his compensation package.
 - C. The Contractor shall collect user fees as established by the Board of County Commissioners and shall maintain records of the fees in accordance with Paragraph 3. All user fees shall be deposited as Escambia County revenues for the Lake Stone Campground account.
 - D. The Contractor shall adhere to and enforce all policy regulations established by the Board of County Commissioners. A copy of said regulations is attached hereto and made a part hereof as "Attachment A".

Verified By: *H. MacArthur*

Date: 2/7/2011

- E. The Contractor shall have an individual on the premises at all times during the regular business hours to render services to the public. The Contractor will be responsible for taking reservations, collecting fees, and assigning campsites.
 - F. The Contractor shall police the grounds for trash and debris, including the road along the north side of the lake. The Contractor also shall remove any fallen limbs and other debris from the campground area.
 - G. The Contractor shall receive annual compensation for the services to be rendered as follows:
 - 1. Housing and Utilities Provided (non-cash) \$ 1,200.00
 - 2. Annual Management Fee (cash payment) \$ 10,200.00
Payments to be made in 12 equal installments of \$ 850.00
 - 3. 100% of all concession sales at Lake Stone Campground.
2. The County shall furnish the following items and services for the operation of Lake Stone Campground:
- A. All utility services used in the operation of the campground facilities.
 - B. All materials for the cleaning and upkeep of the bathhouse, restrooms, pavilion, and campground.
 - C. Garbage dumpster service for the campground.
 - D. Materials, equipment, and labor for any improvements and repairs on the grounds and all facilities, including the Contractor's dwelling.
 - E. A caretaker dwelling for the Contractor with payment of utilities and telephone service to the dwelling, except for personal long distance telephone calls. The contractor is responsible for insuring any and all personal belongings on the premises. The Contractor shall immediately vacate these premises upon the expiration or termination of this Agreement.
 - F. All gasoline, oils, and grease for the operation of equipment used on or about the campground.
 - G. A "golf cart" as a means of transportation for use in upkeep of the grounds around the campground.
 - H. A power mower for maintenance of the campground.
3. The Contractor shall keep in good order and to the County's standards, records of pertinent books, documents, receipts, expenditures, and other papers involving transactions relating to this Agreement or any extensions thereof so that the County's authorized representatives can regularly audit these records. The Contractor shall also keep procurement and supply

records to include requisitions for materials, maintenance work orders, and equipment use and status reports.

The authorized representatives of the County shall have access to and the right to examine, audit, excerpt and transcribe pertinent books, documents, papers, and records of the Contractor involving transactions relating to this Agreement or any extensions thereof. Such materials must be submitted to the County upon the completion of each fiscal year in which records were created. The retention time shall be calculated from the end of the fiscal year in which final entry was made in the records retained.

4. The Contractor shall provide the following coverage:
 - Commercial general liability insurance with \$1,000,000.00 limits per occurrence/per aggregate, including coverage parts of bodily injury, broad from property damage, personal injury, and contractual liability, independent contractors, and products and completed operations.
 - Personal Auto Insurance with \$300,000.00 combined single limits, on all personal vehicles that will be operating on County premises.

The Board of County Commissioners and Escambia County shall be named as an "additional insured". All coverages shall be secured through an insurance carrier admitted in the State of Florida with an "A" rating and a minimum financial size category of "VII", according to the most current A.M. Best Company Key Rating Guide.

Escambia County shall be provided with said certificates of insurance which reflect the Board of County Commissioners and Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates also shall reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance shall be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

5. This Agreement shall commence on the 12th day of February 2011, and shall be for a period of one (1) year ending on February 11, 2012. This agreement may be extended for an additional term of one year upon written agreement of the parties provided no less than thirty (30) days prior to the expiration date of the agreement. Escambia County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.
6. This Agreement may be terminated by either party for cause, or by the County for convenience, upon sixty (60) days written notice by the terminating party to the other party of such termination in which event the Contractor shall be paid its compensation for services

performed to termination date, including all reimbursable expenses then due or incurred to the date of termination. Upon the receipt of such termination notice, the Contractor shall vacate the premises within ten (10) days as provided in Section 2.E above.

Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the county to any penalty or other claim for damages. If the Contractor abandons this Agreement or causes it to be terminated, the Contractor shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Agreement. Vendor suspension or debarment proceedings brought by the County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia county Code of Ordinances, shall be grounds for immediate termination of this Agreement.

7. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Contractor seven (7) days written notice, during which period the Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).
8. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
9. The County approves the use of subcontractors by the Contractor. In the event the

Contractor, during the course of the work under this Agreement, requires the services of any subcontractor or other associates in connection with services covered by this Agreement, the Contractor must secure the prior written approval of the County for employment of such subcontractors. Workers' compensation insurance will be required if the Contractor hires employees such that worker's compensation insurance is required by the State of Florida.

10. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.
11. **Hold Harmless:** The Contractor agrees to hold harmless, indemnify, and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorney fees and paralegal fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person for whom the Contractor is legally liable.

Indemnification: The Contractor and the County agree the first one hundred (\$100.00) dollars of this Agreement's compensation paid by the County to the Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by the Contractor provided for within this contract document, the sufficiency of such separate consideration being acknowledged by the Contractor's acceptance and execution of the Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment of 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.

12. It is recognized that questions in the day-to-day conduct of the Agreement will arise. The Contract Administrator, upon request by the Contractor, shall designate and shall advise the Contractor in writing, persons to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed.
The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the Agreement shall be addressed.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
14. The signing of the Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.
15. Neither the Contractor nor any of its employees, agents, and representatives shall offer or give to any officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Contractor acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Agreement, and the Contractor agrees to abide with such statutes.
16. The Contractor hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance, which it believes that any officer, employee, or agent of the Contractor now has or will have. Said disclosure shall be made by the Contractor, contemporaneously, with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor. The Contractor, at

all times, shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

17. All other provisions, by their inherent character, sense, and contexts are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
18. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.
19. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
 - a. If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Contractor shall immediately notify the County and request clarification of the County's interpretation of the Agreement.
 - b. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
20. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
21. The Contractor shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Contractor shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
22. At the County's request, the Contractor shall allow itself to be joined as a party in any legal

proceeding that involves the County regarding the design, construction, or installation of any matter, which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

- 23. The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.
- 24. The failure of the Contractor or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver of relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Contractor, duly authorized to execute same.

This document approved as to form and legal sufficiency.

By: *[Signature]*
 Title: ACH
 Date: 1/6/11

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: *Charles R. Oliver*
 Charles R. "Randy" Oliver, CPA PE
 County Administrator

Date: 2/3/11

WITNESS:

By: *Sturley L. Hafford*
 By: *Judith H. Witterstaeter*

BCC APPROVED 02-03-2011

CONTRACTOR:

MERVYN LEROY SIMMONS, a sole proprietor authorized to transact business in the State of Florida.

By: *Mervyn L. Simmons*
 Date: 1-14-11

WITNESS:

By: *[Signature]*
 By: *[Signature]*

2011-000164 BCC
Feb. 03, 2011 Page 9

Board of County Commissioners
Escambia County, Florida

Title: Lake Stone Campground Rules and Regulations
Date Adopted: October 1, 2009
Effective Date: October 1, 2009
Reference: Section 1; D.3.C
Policy Superseded: July 19, 2007; March 4, 2004; November 4, 1999; July 6, 1978

1. Site selection is first come, first served. Reservations may be made for camping but not for specific campsites, up to 45 days in advance only with advanced payment. Length of stay is 14 days at prime sites (18-29) and 30 days at non-prime sites (1-17; 30-77). If campground is not full, a camper may renew his reservation at a non-prime site with permission from campground manager and/or Parks & Recreation Director. Renewal can be made no earlier than the last day of the current reservation. The Parks & Recreation Director, at his/her discretion, may facilitate the removal of disruptive campers, visitors, and/or rule violators for up to one year.
2. Parking is not allowed on the main park road. Extra vehicles must be parked in parking area north of caretaker house.
3. No more than eight (8) registered campers per campsite. Additional campsites must be rented to accommodate larger groups of over 8 persons. Every effort will be made to place large groups adjacent to each other, but is not guaranteed. Groups over eight wanting to camp on the same site must pay full camp rate for each 8 campers.
4. Unoccupied recreational vehicles left in a campsite shall pay full daily rate. The maximum time allowed for any recreational vehicle unoccupied is 30 days. Campers must leave emergency numbers with the campground manager in order to leave a recreational vehicle unattended. At the end of 30 days or the days in which the camper is paid through, the recreational vehicle will be moved at the owners expense to a storage area near the campground manager's residence. Escambia County and the campground manager are not responsible for accidents or damage to any recreational vehicle.
5. Gathering of firewood is limited to wood found on the ground only. Campers are encouraged to bring their own firewood.
6. The period between 10:00 p.m. and 7:00 a.m. is designated as quiet time. All activities during this time shall be carried out with respect to others right to rest. Campers making too much noise or being otherwise disruptive during this time will be asked to leave the premises.
7. Washing vehicles in campground is strictly prohibited.
8. Pets are allowed but must remain under owners control and on a leash at all times. Violators will be asked to leave the campground or remove the animals from the camping area.
9. Showers are for registered campers only.

10. Sanitary dump is free to campers. Other users subject to \$10.00 plus tax charge.
11. Camping is allowed in designated camping sites only. Litter barrels are provided and requested that the campers use them to help keep the campground clean.
12. Children 17 and under shall have an adult guardian on the premises at all times. Children under age 12 shall be accompanied by an adult while using the fishing pier. Bicycles are prohibited on the pier. Only registered campers, visitors, and day users are allowed to use the pier.
13. Boats must be launched from designated launching areas only. A boat launch is provided just east of the campground.
14. Fires must be within existing fire ring only.
15. Alcoholic beverages prohibited. See County Ordinance 97-15 Section 1-22-26 Sub 6.
16. Pavilion may be reserved up to one year in advance. A deposit of \$50.00 must be received to hold the reservation. The \$50.00 deposit will be returned if the facility is undamaged after use and made ready for the next use. The decision of the campground manager will be final.
17. Check out time is 10:00 a.m.
18. Gate is closed at 10:00 p.m. Day users shall exit at 10:00 p.m.
19. The campground manager is authorized one (1) non-water front camping space to be designated as a "Camp Host" site, to allow for extended stay at no charge for camping in return for assisting the manager with maintenance and management of the campground. The Recreation Division Manager, Escambia County Parks & Recreation Department, must approve the designated host.
20. Campsites must be kept clean and orderly. Units and other site structures must be cleaned.
21. Each individual is responsible for leaving the campground facilities in clean condition after use.
22. Storage of materials not normally associated with camping is prohibited. Items allowed should not detract from the overall appearance of the site. Campground manager and/or Parks & Recreation Department's Recreation Division Manager has authority to determine if item(s) need to be removed.
23. Tents are not to be used for storage, nor should they be left up when not being used for current overnight stay.

FEES AND CHARGES

Daily entrance fees	\$1.00 (tax included) per person. Up to six (6) visitors per registered campsite may enter at no charge. Participants at a registered function at the pavilion may enter at no charge.
Camping fees	\$16.00 per day, plus tax, for residents \$18.00 per day, plus tax, for non-residents Price includes electricity and water hookups. \$9.00 per day, plus tax for Senior Citizens (65 and older) and for campers with disabilities, for residents. \$16.00 per day, plus tax, for Senior Citizens (65 or older) and for campers with disabilities, for non-residents Price includes electricity and water hookups. Proof of age and/or disability is required.
Pavilion Rental	\$30.00 plus tax, per use, up to a full day, for residents \$40.00 plus tax, per use, up to a full day, for non-residents \$20.00 plus tax, per use, up to a full day, for users renting 10 or more campsites during use. \$10.00 sanitary dump fee per use (non-campers) \$50.00 refundable cleaning deposit at the time of the reservation and/or use. (Pavilion must be made ready for the next user in order to be refunded).



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2143

County Administrator's Report 11. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Agreement for Escambia County Adult Drug Court Treatment Program Between Escambia County, Florida and Lakeview Center, Inc.

From: Catherine A. White, Drug Court Manager

Organization: Court Administration

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc. - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida and Lakeview Center, Inc.:

A. Approve the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc., for out-patient services based on piggybacking on the Agreement with the State of Florida for the Non-Competitive Bid Process for continuation of Senate Bill 1258 Initiative (Contract Number AH 338);

B. Approve funding for the program not to exceed \$56,000, effective January 1, 2012, through September 30, 2012. The Agreement may be extended up to a maximum of 90 days upon mutual consent of the parties. The source of funding is the Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, in the amount of \$56,000; and

C. Authorize the Chairman, as the County's representative, to sign Amendments, requests for payment or other related documents as may be required.

BACKGROUND:

Lakeview Center, Inc. has provided services for the Drug Court Program since June, 1993. Escambia County and the Drug Court Program have been pleased with the services provided. Lakeview Center, Inc. has the administrative resources to effectively administer the program. Lakeview Center, Inc. has a proven track record of successful program operation as evidenced by annual on-site monitoring reports from the Alcohol, Drug Abuse, and Mental Health Program and the Office of Licensure and Certification of the Department of Health and Rehabilitative Services. Lakeview Center, Inc. is in the best position to administer this program because of its previous expertise with the Drug Court Program and related programs. The agency has been very responsive to feedback from the County regarding other service contracts it holds as well as responding to other needs of the community.

BUDGETARY IMPACT:

Funds are made available through the Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the Agreement for Escambia County Adult Drug Court Treatment Program Between Escambia County, Florida and Lakeview Center, Inc. has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval and authorization of all contracts exceeding \$50,000 to be signed by the Chairman.

IMPLEMENTATION/COORDINATION:

The Court Administrator's office will approve all invoices before payments are disbursed to the County.

Attachments

Lakeview Agr 2012.pdf

**AGREEMENT FOR ESCAMBIA COUNTY ADULT DRUG
COURT TREATMENT PROGRAM BETWEEN ESCAMBIA
COUNTY, FLORIDA AND LAKEVIEW CENTER, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as the "County"), and Lakeview Center, Inc. a non-profit corporation authorized to do business in the State of Florida, with administrative offices at 1221 W. Lakeview Center, Pensacola, Florida 32501, and a tax identification number of 59-073787-2, (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County has been awarded grant funds from the Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant, (hereinafter referred to as the "Grantor"), to provide funding for drug court treatment program for Escambia County; and

WHEREAS, the Contractor has agreed to provide drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program, (hereinafter referred to as the "Program"), not to exceed \$56,000, with a cost of \$3,500 per offender; and

WHEREAS, the Contractor offers to furnish such specialized professional psychological services that are not otherwise available to the County directly, and the County wishes to avail itself of such expertise for this Program.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
Recitals

- 1.1** The recitals and all statements contained herein are hereby incorporated into and made a part of this Agreement.

ARTICLE 2
Scope of Services

- 2.1** The Contractor shall provide the professional psychological services described in the Scope of Services, attached hereto as "Exhibit A" and incorporated by

reference herein, to assist the County in providing drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program.

- 2.2 Unless otherwise specified, these services shall be completed in accordance with the standard care in the profession of psychology at the time such services are rendered, or in accordance with the County standards, as applicable.
- 2.3 Such psychological services, generally, shall include those professional services performed by a licensed psychologist, its employees, subcontractors, and any other services specifically included herein.

ARTICLE 3
Subcontractors and Additional Programs

- 3.1 The County approves the use of subcontractors by the Program. In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the County may require the prior written approval before employment of such subcontractors.

ARTICLE 4
Term of the Contract and Time Requirements

- 4.1 This Agreement shall become effective upon the approval of the Board of County Commissioners and will remain in effect until terminated by the County pursuant to Article 8.1, or until expiration of the Agreement between Escambia County, Florida and the United States Department of Justice, Florida Department of Corrections and Florida Department of Law Enforcement. The Contractor shall promptly begin and shall diligently provide the professional psychological services contemplated herein in accordance with the Scope of Work, attached hereto as "Exhibit A", so that the County may timely achieve its objective.
- 4.2 These psychological services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Program.
- 4.3 Prior to beginning the performance of any services under this Agreement, the Contractor must receive in writing a Notice to Proceed from the County's Contract Administrator.

ARTICLE 5
Compensation and Method of Billing and Payment

- 5.1 **Compensation:** The County agrees to pay the Contractor, as compensation for its professional psychological services under Article 2, a fee pursuant to "Exhibit

B", which is attached hereto and incorporated by reference herein. The total fee for all such services, to be performed by the Contractor, including costs, payments to subcontractors, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount not to exceed \$56,000. The cost per offender shall be \$3,500. Final payment will be subject to approval by the Board of County Commissioners.

5.3 Direct Expenses: Direct expenses are those expenses directly attributable to the Contractor, which will be exclusively borne by the Contractor, and which will include, but not be limited to the following:

- (a) Transportation expenses in connection with the Program.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, reports, and specifications, which are required by or of the Contractor to deliver the services set forth in this Agreement.
- (e) Cost of any computer software or hardware used or developed for the Contractor.
- (f) Any and all other expenses of any kind or type.

5.4 Method of Billing and Payment:

- (a) The Contractor may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Contractor shall submit such monthly statements identifying the nature of the work performed. Estimates shall be made monthly of the amount and value of the work accomplished and services performed by the Contractor, which meet the standards established under this Agreement. The estimates shall be prepared by the Contractor and accompanied by such supporting data as required by the County.
- (b) The County agrees that it shall pay the Contractor within twenty (20) business days of receipt of the Contractor's statement provided that the invoice is correct and is consistent with the terms of this Agreement.
- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

- (d) The County agrees to receive the Federal Program funds and to reimburse the Contractor on a monthly basis for expenditures involving federal funding, not to exceed the maximum amount of federal funds awarded.
- (e) The Contractor shall be responsible for reimbursing the County for all funds spent in violation of this Agreement or disallowed by the Grantor for reimbursement.

5.5 Additional Services and Changes in the Scope of Work: The County or the Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Work provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

5.6 Notices:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.
- (b) Unless otherwise notified in writing of a new address, all notices, payments, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a change of address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.
- (c) Payments and notices to Contractor shall be sent to:

Lakeview Center, Inc.
1221 West Lakeview Avenue
Pensacola, Florida 32501
- (d) Notices to County shall be sent to:

Charles R. Oliver, CPA, P.E.
Escambia County Administrator

Post Office Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
Cooperation of the County

- 6.1 It shall be the obligation of the County to provide the Contractor with all reasonably required information, and other records necessary to successfully execute the Program.
- 6.2 The County shall give prompt written notice to the Contractor whenever the County observes or otherwise becomes aware of any development that affects the scope of timing or the Contractor's services, or any defect in the work of the Contractor.

ARTICLE 7
Program's Responsibilities

- 7.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by their personnel officer setting forth the provisions of this equal opportunity clause.
- 7.2 The Contractor and its employees, agents, and any subcontractors and their employees and agents, shall be deemed to be independent and not agents or employees of the County; shall not attain any rights or benefits under the Civil Service or retirement or health benefits of the State of Florida, or any right generally afforded classified or unclassified employees, and furthermore, shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the County.

ARTICLE 8
General Provisions

8.1 **Termination:**

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the

terminating party to the other party of such termination date, including all reimbursable expenses then due or incurred to the date of termination.

- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable State of Florida rules, laws, regulations, and County ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Contractor abandons this Agreement or causes it to be terminated, the Program shall indemnify the County against any loss pertaining to this termination up to a maximum of the full contracted fee amount of the Contractor.
- (d) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

8.3 Records:

- (a) The Contractor shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries charged to this Program and any expenses for which the Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Contractor fails to abide by the provision of Chapter 119, the County may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period the Contractor still fails to allow access to such document, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing to the Contractor (excluding monies owed the Contractor for subcontractor work).

- 8.4 No Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 8.5 Assignment:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.
- 8.6 Hold Harmless and Indemnification of County:**
- (a) Hold Harmless: The Contractor agrees to hold harmless, indemnify, and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorney fees and paralegal fees, for an expense, damage, or liability incurred by any of them, direct or consequential damages, arising directly or indirectly, on account of or in connection with the Contractor's performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person for whom the Contractor is legally liable.
- (b) Indemnification: The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of the County, as well as provide a legal defense for the County both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8.7 Insurance: The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A-" rated with a minimum financial size of VII, according to the A.M. Best Key Rating Guide Latest Edition. Liability policies shall be underwritten on the occurrence basis, except the professional impairment coverage may be provided on a claim made basis. Escambia County and the Board of County Commissioners shall be "additional insured" on all liability policies (except professional liability). Certificate of insurance shall be provided to Joe Pillitary, Purchasing Manager, Post Office Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

8.8 Representative of County and Program:

- (a) It is recognized that questions in the day-to-day conduct of the Program will arise. The Contract Administrator, upon request by the Contractor in writing, shall state the persons to whom all communications pertaining to the day-to-day conduct of the Program shall be addressed.
- (b) The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the Program shall be addressed.

8.9 All Prior Agreements Superseded:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings

applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 8.10 Truth-in-Negotiation Certificate:** The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 8.11 Headings:** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 8.12 Gratuities:** Neither the Contractor nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Contractor acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Contractor, the Contractor agrees to abide with such statutes.
- 8.13 Conflict of Interest:** The Contractor hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance, which it believes that any officer, employee, or agent of the Program now has or will have. The Contractor shall make disclosure contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor. The Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46, of the Escambia County Code of Ordinances.

- 8.14 Survival:** All other provisions, which, by their inherent character, sense, and contest are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 8.15 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.
- 8.16 Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meaning, are used in accordance with such recognized meaning. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- (a) If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Contractor shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 8.17 Severability:** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforces as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 8.18 Compliance with Laws:** The Contractor shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Contractor shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- 8.19 Participation in Other Proceedings:** At the County's request, the Contractor shall allow itself to be joined as a party in any legal proceeding that involves the

County regarding any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

8.20 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

8.21 No Waiver: The failure of the Contractor or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County Florida through its Board of County Commissioners, signing by its duly authorized chairman and Lakeview Center, Inc. through its duly authorized President, duly authorized to execute same.

ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman
Date: _____

BCC Approved: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

By: K. [Signature]
Title: ACIT
Date: 2/3/12

CONTRACTOR:
Lakeview Center, Inc.
a non-profit corporation authorized to do business in the State of Florida.

By: _____
Gary L. Bembry, President
Date: _____

ATTEST: Corporate Secretary

By: _____
Secretary

(Seal)

EXHIBIT A - SCOPE OF WORK:

The Escambia County Drug Court is a partnership between the courts, the Escambia County Department of Corrections, Pretrial Release Program, Office of the State Attorney, Public Defender's Office, Florida Department of Corrections, and Pathway Addiction Treatment Center. The primary goal of the drug court is to provide immediate and concerted treatment to the drug offender.

This program is a twelve month, three phase approach to substance abuse. It encompasses the vocational, educational and spiritual components in conjunction with providing substance abuse treatment. Phase I provides assessment and intensive outpatient treatment plus urinalysis exams. Phase II addresses the participants' receptiveness to substance abuse treatment in an outpatient setting, emphasizing a drug free lifestyle, and developing the mechanisms for coping with stressful situations. Phase III provides ongoing substance abuse support with a focus on the available community resources such as educational and vocational referrals.

This program provides early intervention and serves as a meaningful alternative to incarceration for the offender who can adequately function in the community with support. It is the goal of this program to realize a reduced recidivism rate for those offenders who successfully complete the program. This in turn will provide the offender the basis to build upon to become a productive member of our community.

Upon acceptance into Drug Court, clients participate in an administrative intake process at Pathway Addiction Treatment Center a component of Lakeview Center, Inc. consisting of the collection of identifying data, determination of financial status, and signature of consent for treatment. In addition each client participates in a clinical assessment consisting of the following: a psychosocial assessment, a psychiatric assessment where indicated, alcohol/drug use history, discussion of an initial treatment plan, a review of the program schedule, completion of appropriate release of information forms as well as any legal requirements for documentation and follow-up. The client completes a medical history checklist which is reviewed and if needed a referral for a physical is made.

After the initial intake the client begins attending the drug court treatment program located at Pathway Addiction Treatment Center. Pathway utilizes a multi-faceted, graduated intensity approach including professional counseling, peer support, community support systems, aftercare groups, and professional referrals. An assessment of high risk behaviors is part of the initial assessment at the time of intake. A referral system is established for HIV related issues such as education and counseling. Testing is provided upon request of the client and through referral. A clinical chart is developed for all clients and documentation is contained therein. Assessments, treatment plans, progress notes, urinalysis results and discharge summaries are maintained in the client chart.

The following services are provided by the treatment agency:

Phase I: Approximately 12 weeks of intensive outpatient treatment using a day-treatment model. Services include a minimum of 4 hours of daily programming (e.g. cognitive restructuring, Twelve Step Program, and drug and alcohol education) at least 3 days per week. Services allow program participants to attend treatment sessions either during the day or in the evening to accommodate individuals who are working. Treatment further includes at least 4 hours of group treatment, 3 days per week, and urinalysis testing twice weekly.

Phase II: Approximately 3-4 months (dependant upon individual's progress) of moderately intensive outpatient treatment. Services include a minimum of 8 hours of programming per week. Treatment includes at least 2 hours of group treatment, 3 days per week, and urinalysis testing at least once weekly or as needed.

Phase III: Approximately 6 months of less intensive outpatient treatment. Services include a minimum of 3 hours of programming per week including at least 1 ½ hours of group treatment, 2 days per week, and urinalysis testing once weekly, or as needed.

Throughout the year the individual is given status call court dates for the Court to review the offender's treatment progress. Pathway provides detailed status call reports for each client at every court appearance. Phase I clients attend court once per week, phase II once every other week, and phase III once every three weeks. This enables the judge to provide support to the clients as needed and to institute sanctions if recommended by treatment. It further provides the client with a sense of continuity and identification within the programs. Rather than feeling "lost in the system", the client learns the judge knows of and has an interest in his/her situation. This aspect allows the courtroom to become a therapeutic environment for the participants.

EXHIBIT B

FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program "Escambia County Drug Court Treatment Services" 2012-JAGC-ESCA-2-C4-136
\$56,000

To be billed monthly for services provided. Invoices are to be submitted to Court Administration for number of treatment sessions and assessments per client.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2067

County Administrator's Report 11. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Approval of Miscellaneous Appropriations Agreement

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Approval of Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc., in the amount of \$39,240, to be paid from the Tourist Promotion Fund (108), Cost Center 360101, Account 58201.

BACKGROUND:

On November 8, 2011, the Tourist Development Council voted to allocate \$39,240.00 to the Pensacola Sports Association, Inc. On January 19, 2012, the Board of County Commissioners authorized the allocation of the funds recommended by the Tourist Development Council.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011-2012 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approved of Miscellaneous Appropriations Agreements is required.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Sports Association

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PENSACOLA SPORTS ASSOCIATION, INC.**

THIS AGREEMENT is made and entered into this 16th day of February 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Sports Association, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 101 West Main Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0767953 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by promoting and advertising Escambia County as a growing regional sports venue nationally and internationally for various games, competitions and sporting pursuits which each year attract thousands of visitors to the County; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2011/12(October 1 through September 30), the sum of \$39,240.00 to conduct a program generally described as:

Pensacola Sports Association, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 16th day of February, 2012, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$39,240.00 for the program of activity payable in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

PENSACOLA SPORTS ASSOCIATION, INC.

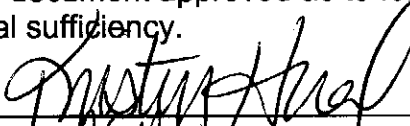
By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: 

Title: ACH

Date: 1/23/12

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Pensacola Sports Association, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ _____
SUPPLIES	\$ _____
TRAVEL.....	\$ _____
UTILITIES.....	\$ _____
EQUIPMENT (Unit Cost \$1,000 or more).....	\$ <u>2,000.00</u>

OTHER RECURRING COSTS:

<u>Hosting & Bids</u>	\$ <u>37,240.00</u>
_____	\$ _____
_____	\$ _____

TOTAL OTHER RECURRING COSTS \$ 37,240.00

OTHER NON-RECURRING COSTS

_____	\$ _____
_____	\$ _____

TOTAL OTHER NON-RECURRING COSTS \$ _____

GRAND TOTAL \$ 39,240.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The Pensacola Sports Association (PSA) provides the sports marketing effort for Escambia County, creating a positive economic benefit for the entire community. Our sports marketing responsibilities include, but are not limited to creating, bidding and hosting of events. PSA focuses on attracting new sporting activities, assisting existing events, increasing tourism and generating overnight stays in Escambia County accommodations where TDC dollars are used to support and enhance economic development.

Plans include maintaining key relationships with state and national organizations representing activities that current physical facilities can host. They also include working with local officials to ensure continued development of national and world-class facilities (venues), and preparations and presentation of bid packages for potential events. An important component of our plans continues to be maintaining contacts with the many local sports organizations in Escambia County to encourage regional, state, national and world events as well as creating new events that generate sports visitors.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. Reimbursement payments will be made to the recipient and will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2071

County Administrator's Report 11. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Approval of Miscellaneous Appropriations Agreement

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Approval of Miscellaneous Appropriations Agreement between Escambia County and Pensacola Bay Area Chamber of Commerce, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Miscellaneous Appropriations Agreement between Escambia County and Pensacola Bay Area Chamber of Commerce, Inc., in the amount of \$288,143, to be paid from the Tourist Promotion Fund (108), Cost Center 360101, Account 58201. \$252,143, of the allocation will apply to marketing and advertising for tourism, and \$36,000, of the allocation will be applied to marketing and promotions expenses for events.

BACKGROUND:

On November 8, 2011, the Tourist Development Council voted to allocate \$288,143.00 to the Pensacola Bay Area Chamber of Commerce, Inc. On January 19, 2012, the Board of County Commissioners authorized the allocation of the funds recommended by the Tourist Development Council. \$252,143.00 of the allocation will apply to marketing and advertising for tourism, and \$36,000.00 of the allocation will be applied to marketing and promotions expenses for events.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011-2012 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is required.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

TACC Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT is made and entered into this 16th day of February 2012 by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Bay Area Chamber of Commerce, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 117 West Garden Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0190330 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient promotes and advertises Escambia County as a vacation destination to national and international visitors whose visits generate major financial dividends to the County's well being each year; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2011/12 (October 1 through September 30), the sum of \$288,143.00 to conduct a program generally described as:

Tourism Administration Convention Committee

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

5. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

6. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

7. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 16th day of February 2012, and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$288,143.00 for the program of activity payable in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein. \$36,000.00 of the amount allocated shall be for marketing and promotions expenses for events as described on page 7 of this Agreement.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2011-2012 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2012, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2012, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

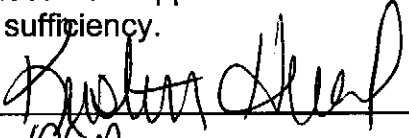
By: 
Title: PCA
Date: 1/25/12

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Pensacola Bay Area Chamber of Commerce, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ _____
SUPPLIES	\$ _____
TRAVEL.....	\$ _____
UTILITIES.....	\$ _____
EQUIPMENT (Unit Cost \$1,000 or more).....	\$ _____
OTHER RECURRING COSTS:	
<u>Marketing/Advertising</u>	\$ <u>252,143.00</u>
_____	\$ _____
TOTAL OTHER RECURRING COSTS	\$ <u>252,143.00</u>
OTHER NON-RECURRING COSTS	
<u>Events</u>	\$ <u>36,000.00</u>
_____	\$ _____
_____	\$ _____
TOTAL OTHER NON-RECURRING COSTS	\$ <u>36,000.00</u>
GRAND TOTAL	\$ <u>288,143.00</u>

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

\$252,143.00 for marketing and advertising for tourism.

\$36,000.00 for reimbursement for marketing and promotions expenses for events. The events covered under this Agreement shall include currently established events such as concerts, festivals, reunions and any other entertainment event, and will exclude sporting events.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. **No funding is advanced.** Reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2133

County Administrator's Report 11. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: SMG Agreement Extension for Management Services at the Pensacola Civic Center

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning an Agreement Extension with SMG for Management Services at the Pensacola Civic Center - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign the Pensacola Civic Center Management Services Agreement with SMG, a three-year Agreement for management services at the Pensacola Civic Center, commencing October 1, 2012. This Recommendation will extend this Agreement with different terms and conditions for a three-year period with an optional two-year extension following this time period. The basic terms of the Agreement are as follows:

- A. Base fee of \$175,500 with a CPI escalator each year. The increase in the base fee cannot exceed 3% annually;
- B. 5% commission on all food and beverage revenues; C. An incentive fee of 35% of any reduction in the net loss up to \$250,000 over a pre-established benchmark or 40% of any reduction over \$250,000;
- D. Requirement that SMG pass an annual facilities inspection to qualify for any incentive;
- E. Provisions that the three incentive fees that have been incurred by SMG totaling about \$403,500 will instead be used to establish a marketing and promotions fund; and
- F. If the County waives any fees or costs at the Civic Center, the County will pay the associated fees or costs from the 4th Cent Tourist Development Tax.

If the Agreement is not extended, the County will owe SMG three years of incentive fees (\$403,500) plus the unamortized portion of the cost of the marquees originally purchased by SMG (\$207,760). The County will subtract from these payments about \$138,000 that was incurred as a result of a union dispute with the management of the Civic Center.

BACKGROUND:

The Agreement for management services at the Pensacola Civic Center is due to expire October 1, 2012. This recommendation will extend this contract with different terms and conditions for a three year period with an optional two year extension following this time period. The basic terms of the Agreement are as follows:

- Base fee of \$175,500 with a CPI escalator each year. The increase in the base fee cannot exceed 3% annually.
- 5% commission on all food and beverage revenues.
- An incentive fee of 35% of any reduction in the net loss up to \$250,000 over an pre-established benchmark or 40% of any reduction over \$250,000.
- Requirement that SMG pass an annual facilities inspection to qualify for any incentive.
- Provisions that the three incentive fees that have been incurred by SMG totaling about \$403,500 will instead be used to establish a marketing and promotions fund.
- If the County waives any fees or costs at the Civic Center, the County will pay the associated fees or costs from the 4th Cent Tourist Development Tax.

BUDGETARY IMPACT:

If the Agreement is not extended, the County will owe SMG three years of incentive fees (\$403,500) plus the unamortized portion of the cost of the marquees originally purchased by SMG (\$207,760). The County will subtract from these payments about \$138,000 that were incurred as a result of a union dispute with the management of the Civic Center.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Although this contract does not commence until October 1, 2012, SMG has agreed to apply the incentive fee calculation to the 2012 fiscal year. If the new contract is terminated before the end of the contract period, the County will owe SMG the unamortized portion of the initial investment in the marketing and promotions fund.

Attachments

SMG 2012 Contract
Letters of Support

PENSACOLA CIVIC CENTER MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of February, 2012, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (hereinafter referred to as "County"), and SMG, Federal Employer Identification Number (FEIN) 23-2511871, a general partnership, whose address is 300 Conshohocken State Road, Suite 770, West Conshohocken, PA 19428 (hereinafter referred to as "SMG" or "Management Company").

WITNESSETH:

WHEREAS, Escambia County is the owner of the Pensacola Civic Center, a publicly owned civic center, located at 201 E. Gregory Street, Pensacola, Florida, consisting of approximately 7,702 permanent seats, lobbies, offices, spaces in halls, corridors, concession stands, supply rooms, and outdoor grounds; and

WHEREAS, on or about December 9, 2004, the Parties entered into a Management Agreement, which was subsequently renewed and modified by written amendment on or about May 10, 2009;

WHEREAS, the Parties wish to revise certain substantive terms of the prior Management Agreement and enter into this Agreement, which is intended to supersede the prior Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants, promises and agreements, contained herein and other good and valuable consideration, County and SMG hereby agree as follows:

Article 1. Purpose.

1.1 This Agreement hereby supersedes in its entirety the prior Management Agreement by and between Escambia County and SMG Corporation, dated December 9, 2004, and the subsequent corresponding amendment dated May 10, 2009.

1.2 County contracts with and grants to SMG the exclusive right to manage, operate and maintain the Pensacola Civic Center as provided herein. SMG contracts with County and accepts this exclusive right to manage, operate and maintain the Pensacola Civic Center as provided herein.

1.3 SMG understands and agrees this exclusive right to manage, operate and maintain the Pensacola Civic Center shall always be subject to County's right to operate the Civic Center as an emergency shelter during declared emergencies as determined by the State of Florida or the Board of County Commissioners. Such operation as an

emergency shelter shall include the furnishing of food and drink by County to persons so sheltered, notwithstanding any contractual provisions contained herein relating to the sale of concessions by SMG.

Article 2. Definitions.

2.1 As used in this Agreement the following terms shall have the following meanings:

a. "Affiliate" shall mean a person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with SMG. For the purpose of this definition, "control" shall mean employment, agency relationship or contractual relationship with such a person or the ownership either directly or indirectly of equity securities or other ownership interests which represent more than twenty percent (20%) voting power in the controlled entity.

b. "Annual Budget" shall mean the budget prepared by SMG and approved by County, which identifies amounts to be allocated by the Board of County Commissioners, including Tourist Development Tax dollars or other revenues designated for the operation of the Pensacola Civic Center. Said budget shall consist of budgets for the following self-balancing activity centers: 1) operations and maintenance; 2) capital renewal and replacement; and 3) debt service budget.

c. "Annual Business and Marketing Plan" shall mean the plan to be developed by SMG for the Board of County Commissioners providing SMG's annual strategy to achieve the goals and objectives set forth in Article 4. Said plan shall include, but not be limited to, the following: 1) the proposed Annual Budget for the next Fiscal Year; and 2) the Marketing Plan, which identifies all relevant events, meetings, conventions, trade shows, corporate sponsorships, advertising and promotion opportunities, and seminars.

d. "Annual Management Report" shall mean the report prepared at the end of each Fiscal Year summarizing the actual financial and operational performance of the prior Fiscal Year.

e. "Capital Improvement" shall mean all fixtures, signs, displays, equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, including for example, seats and chairs, which are replaced and/or repaired in multiple units contemporaneously, having a purchase price of greater than twenty five thousand dollars (\$25,000.00), and a life expectancy of greater than five (5) years.

f. "Civic Center Fund" shall mean those funds designated for Operating Expenses related to the operation, maintenance and renewal of the Civic Center.

g. "Emergency" shall mean any natural, technical, or man made disaster any of which is capable of: 1) threatening the life, health and safety of the public; or 2) damaging and destroying property; or 3) disrupting services and everyday business and recreational activities.

h. "Emergency Expenditure" shall mean an unbudgeted repair or expenditure resulting from an Emergency as defined herein.

i. "Escrow Account" shall mean the bank account created by SMG for deposit of monies received from advanced ticket sales.

j. "Event Staff" shall mean all staff necessary to execute an event, including but not limited to, house staff (event coordinator or house manager, supervisors, ticket takers, ushers, medical/EMT, event attendants, door guards, scoreboard programmer, switchboard operator, risk manager), security (uniformed security and in-house security), parking staff, production staff, maintenance staff and Zamboni drivers.

k. "Fiscal Year" shall mean a successive twelve month period beginning on October 1st of the calendar year and ending on September 30th of the following calendar year.

l. "Food and Beverage Revenue" shall mean all revenue generated in connection with the sale of public concessions, catering and related services for all catering, vending services, alcoholic beverages and amounts actually received by SMG from subcontractors, as calculated in accordance with generally accepted accounting principles, consistently applied. Food and Beverage Revenue does not include retail sales taxes and other taxes imposed upon receipts collected from a purchaser or consumer.

m. "Governmental Impositions" shall mean all taxes, assessments, fees, excises, licenses and governmental levies, both general and special, ordinary and extraordinary, unforeseen and foreseen, imposed by or through any Governmental Regulation, which at any time may be assessed, levied, imposed upon or arise or become due and payable out of or in respect of, or become a lien upon the Pensacola Civic Center.

n. "Governmental Regulations" shall mean all laws, requirements, rules, orders, ordinances and regulations of the City of Pensacola, Escambia County,

the State of Florida and the United States Government or other governmental authority and of each and every department, entity, bureau and duly authorized official thereof, and any successor of these entities, which laws, requirements, rules, orders, ordinances and regulations are now or may hereafter be enacted.

o. "Gross Operating Revenues" shall mean amounts received by or realized by or accruing to the Pensacola Civic Center from rentals, commissions, fees food and beverage, novelty sales, signage revenues, advertising agency fees, public skating rental and fees, and such other miscellaneous income received or collected as a result of the Civic Center's operations. All Gross Operating Revenues as defined herein shall be applied to the operating and maintenance expenses of the Pensacola Civic Center.

Gross Operating Revenues shall NOT include: 1) revenues as defined in any bond anticipation notes and Bond Resolutions, which shall be considered as part of the capital renewal and replacement budget or as part of the debt service budget; 2) interest earned on any capital, debt sinking, or debt reserve account, or Tourist Development Tax proceeds; 3) advances or loans for capital improvements from either internal or external sources; 4) Tourist Development Tax Fund transfers; 5) Marketing and Promotion Fund transfers; or 6) interest on the Operating Account and Escrow Account.

Gross Operating Revenues shall NOT include any state and local Governmental Impositions on sales, rental or other activity generating such Gross Operating Revenues, and in the event any applicable Governmental Impositions are paid in advance by SMG, such Gross Operating Revenues shall be adjusted accordingly.

p. "Hockey Lease Agreement" shall mean the current Pensacola Civic Center Ice Hockey Lease, approved by the Escambia County Board of County Commissioners, and any amendments thereto.

q. "Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with the routine upkeep and cleaning of the Pensacola Civic Center which is reasonably necessary to maintain a high level of service and which is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, manufacturer's recommendations, and promotion activities.

r. "Marketing" shall mean those activities related to the presentation of the Pensacola Civic Center to the media and potential users as well as the development of the Annual Business and Marketing Plan as defined herein.

s. "Marketing and Promotions Fund" shall mean those funds designated for marketing and promotional activities related to the presentation of the Pensacola Civic Center.

t. "Net Operating Loss Benchmark" shall mean the average Net Operating Loss for the Fiscal Years ending September 30, 2010 and September 30, 2011. The calculation of the Net Operating Loss Benchmark is depicted in Exhibit A of this Agreement.

u. "Net Operating Loss" shall mean expenses greater than revenues in a given Fiscal Year as defined during the County's annual audit process. Net Operating Loss shall NOT include any non-operating revenues, including, but not limited to, capital contributions or transfers of funding derived from the Tourist Development Tax or any interest income. Net Operating Loss shall NOT include any depreciation, amortization or interest expense. An example of the Net Operating Loss calculation is provided in **Exhibit A**, attached hereto and incorporated herein.

v. "Net Operating Revenue" shall mean those sums remaining after deducting Operating Expenses from Gross Operating Revenues as defined herein.

w. "Notice" shall mean delivery in accordance with Article 32.

x. "Operating Account" shall mean the bank account created by SMG for payment of Operating Expenses and for the deposit into Gross Operating Revenues and other revenues that may become available.

y. "Operating Expenses" shall mean the management fee, full time employees' salaries and personnel benefits, part time employees' wages, event staffs' wages, other staff wages, authorized travel and per diem for employees, communication costs, any fees charged for services rendered by the County, allocated overhead, utilities (including, but not limited to telephone, electric, gas, garbage, water and sewer services), rentals and leases, insurance, bonding, repair and maintenance, printing and binding, advertising, marketing and promotional activities, other current charges, dues, office supplies, operating supplies, books publications, subscriptions, other expenses (e.g. tables, chairs, equipment, etc.) not otherwise defined as Capital Improvements and any other current miscellaneous charges (including but not limited to credit card fees, bank service charges, City of Pensacola occupational license fee, permits, assessments, other licenses, fees and sales taxes on rentals, expenses associated with food and beverage concession sales (including, but not limited to, alcoholic beverages, candy and tobacco product sales), any operational costs incurred to comply with current laws and regulations, the preparation, sale and delivery of on-site catering services (including, but not limited to food, beverages, cups, and paper products).

Operating Expenses shall NOT include: 1) debt service expenses (e.g. payment of principal, interest, or expenses required by the Bond Resolution; 2) Capital Expenses (e.g. depreciation or other expenses related to Capital Improvements); 3) home office overhead; and 4) the cost of reports generated by SMG as required by the terms of this Agreement.

z. "Parties" shall mean SMG and County.

aa. "Pensacola Civic Center" or "Civic Center" shall mean that structure owned by Escambia County located at 201 East Gregory Street, Pensacola, Florida, consisting of approximately 7,702 permanent seats, lobbies, offices, spaces in halls, corridors, concession stands, supply rooms, and outdoor grounds.

bb. "Personnel Benefits" shall mean expenses associated with employee payment for 1) vacation, holiday, parental and sick leave; 2) severance pay; 3) employer's social security; 4) employer's unemployment compensation insurance; 5) health insurance; 6) disability insurance or benefits; 7) life insurance; 8) retirement benefits; and 9) other benefits provided pursuant to the conditions of a collective bargaining agreement.

cc. "Pre-Existing Agreements" shall mean all contracts, licenses, agreements, options, leases or commitments existing as of the date of this Agreement that grant any person or entity any right to: 1) license, use, occupy, or rent all or any portion of the Pensacola Civic Center; or 2) provide services for the management, operation, use, possession, occupation, or marketing of all or any portion of the Pensacola Civic Center.

dd. "Renewal or Replacement Fund" shall mean cash transferred from the Tourist Development Tax Fund for renewal and replacement of the Civic Center. This fund may be used to pay for any capital improvement project as defined herein or for any maintenance or repair cost or any operating supply necessary to maximize and enhance the facility.

ee. "User Fee" shall mean the fees or rentals charged for the use of the Pensacola Civic Center building or any portion thereof. These fees shall be established by resolution of the Board of County Commissioners as a part of the Annual Budget. Changes in such fees may be made by the Board of County Commissioners from time to time by resolution and may be structured either upon a flat or fixed rate, or upon a percentage of event receipts or net receipts, or upon a flat rate plus a percentage.

Article 3. Term and Extension.

The effective date of this Agreement shall be October 1, 2012, and shall remain in effect for three (3) Fiscal Years until September 30, 2015. The Agreement may be

extended upon mutual agreement of the Parties for an additional two (2) year period without a change in the terms and conditions. The Parties shall provide written notice of their desire to extend the agreement no later than six (6) months before the expiration of the initial term.

Article 4. Goals and Objectives. As representative of the Parties' intent underlying this Agreement, Escambia County and Management Company have jointly identified, acknowledged, and accepted the following goals and objectives to govern its implementation.

4.1 Management Company shall provide comprehensive management services to Escambia County which will seek to make the Pensacola Civic Center's operations and maintenance financially self-supporting.

4.2 Management Company therefore shall manage the Pensacola Civic Center in the most efficient economical manner possible to maximize revenues and reduce net losses.

4.3 Management Company shall safeguard Escambia County's capital investment in the Pensacola Civic Center by executing effective and efficient maintenance practices, and by actively soliciting and promoting events of all types at the Civic Center.

4.4 Management Company and Escambia County shall seek to maximize revenues generated by such event presentations and make the Pensacola Civic Center an entertainment showplace that instills a sense of pride for Escambia County and the Gulf Coast area.

4.5 Management Company and Escambia County agree to use their best efforts to achieve these goals and objectives.

Article 5. Management Services.

5.1 Management Company agrees to cooperate with Escambia County in the performance of its responsibilities under this Agreement and to implement the Goals and Objectives identified in Article 4. Accordingly, Management Company's responsibilities shall include, but are not limited to, the rental of space, event scheduling, public relations and marketing, operations, maintenance, and event and activity management as set out in this article.

5.1.1 Rental of Space and Event Scheduling. Management Company shall rent space within the Pensacola Civic Center and schedule events and shows based on potential profitability. Management Company shall develop and maintain its yearly event schedule in accordance with the scheduling priority policy in its Annual Business and Marketing Plan.

5.1.2 Management Company and its affiliates or related entities shall be allowed to rent space, schedule, and promote events at the Pensacola Civic Center on terms and conditions and at rates, fees, and prices reasonably determined in accordance with prevailing market conditions.

5.1.3 Management Company shall meet periodically with a representative of Escambia County to apprise such representative of prevailing market conditions and how they compare to the established annual fee schedule (which fee schedule shall be set each year by the Parties' mutual agreement).

5.1.4 Management Company shall not request that the County grant a waiver, in whole or in part, for any applicable user fees or operational expenses referenced herein. Should County unilaterally grant waiver of any user fees or operational expenses said amounts shall be paid by County to Management Company with funds allocated from the Fourth Cent Tourist Development Tax revenues in accordance with applicable law.

5.1.5 Escambia County shall have the right to use the Pensacola Civic Center or any part thereof, if available and consistent with the priority schedule policy, without the payment of a User Fee. In these instances, Escambia County agrees to pay the additional operating expenses incurred, including for concessions, other than for ice water, from a County funding source outside the Civic Center's Annual Budget. In no event shall Escambia County's use of the Pensacola Civic Center compete with, or conflict with, paying events which have been previously booked.

5.1.6 The Management Company's General Manager shall have the authority to execute Pensacola Civic Center contracts and agreements on the Management Company's behalf. At a minimum, all such contracts and agreements, in addition to other standard contractual terms and conditions, shall include a hold harmless and indemnification of Escambia County provision, insurance requirements, and a statement that interest earned on required deposits shall become Escambia County's property. It is understood and agreed by both Parties that Management Company shall have no authority to contractually obligate Escambia County to any third party, unless specifically authorized by the Board of County Commissioners.

5.1.7 Management Company agrees to not execute any user agreement for rental of the Pensacola Civic Center or portions thereof for more than thirty (30) consecutive days without Escambia County's prior approval. Said approval shall not be unreasonably withheld.

5.1.8 Thus, any user or rental agreements will be executed by Management Company in its own corporate name, if for a term less than this Agreement's remaining term. If a user or rental agreement term exceeds this Agreement's term as provided in Article 3, the user or rental agreement must be pre-approved by Escambia County.

5.2 Public Relations and Marketing. Management Company will provide public relations, marketing, and promotion services and activities, which shall be consistent with the Goals and Objectives identified in Article 4. Management Company shall submit an Annual Business and Marketing Plan for approval by Escambia County. The Annual Business and Marketing Plan shall be due at the same time the County Administrator requires submission of the annual budgets from other County departments and public agencies.

5.2.1 The Annual Business and Marketing Plan shall contain a strategy to ensure that appropriate events and activities are scheduled at the Pensacola Civic Center and that suitable press coverage of these events and activities is obtained.

5.2.2 As part of its marketing strategy, Management Company will encourage the highest and broadest community use of the Pensacola Civic Center. To that end, Management Company shall establish and maintain a relationship with various local boards, community groups, and local committees as part of its promotional efforts. Management Company also agrees each Fiscal Year to promote the Pensacola Civic Center through its parent company's national marketing activities.

5.3 Operation of Pensacola Civic Center. Management Company's Annual Business and Marketing Plan shall contain an operational strategy to implement the goals and objectives provided in Article 4 and an Annual Budget. The Annual Budget, which includes financial information concerning the operations and maintenance activity center, capital renewal and replacement activity center, and debt service activity center, shall be subject to approval by the Escambia County Board of County Commissioners.

5.3.1 The Annual Business and Marketing Plan shall be implemented by providing to Escambia County an Annual Management Report. The Annual Management Report shall include information from prior periods demonstrating achievement of the goals and objectives provided in Article 4. The reports shall set forth bookings, including information on scheduling of upcoming events, revenue receipts, expenditures, and other information Escambia County may periodically require or request.

5.3.2 Management Company also shall negotiate, execute, administer, and assure compliance with the terms and conditions of all service and product agreements for the Pensacola Civic Center's operation. In determining a product's or service's price or rate, Management Company shall evaluate comparable charges for similar goods and services at similar competing facilities.

5.3.3 Thus, any agreement entered into between Management Company and an affiliate company for operational goods and services shall be made at prevailing rates, fees, or prices charged for comparable goods and services within the industry. When practical, Management Company shall contract with local and/or minority businesses, which provide competitive prices, services, and qualities. All operational

services and goods agreements, when applicable, at a minimum, shall contain in addition to other contractual standard terms and conditions, a hold harmless and indemnification of Escambia County provision, insurance requirements, and a statement that interest earned on any required deposits shall become Escambia County's property.

5.3.4 As part of its Annual Business and Marketing Plan, Management Company shall maintain detailed, accurate, and complete financial records and other documentation of its activities. Financial records shall be maintained in accordance with national generally accepted accounting principles and Article 18.

5.3.5 Management Company shall comply with the spending limitations imposed by its Annual Budget, including any amendment(s) thereto, authorized by the Escambia County Board of County Commissioners. However, if extraordinary events occur, which could not reasonably be contemplated at the time the budget was prepared, Management Company may submit a budget amendment to Escambia County for approval by the Escambia County Board of County Commissioners. The Annual Budget, or any amendment thereto, may include an appropriation of Tourist Development Tax dollars or other County revenues to support Pensacola Civic Center operations.

5.3.6 All persons working at the Pensacola Civic Center shall be the sole and exclusive employees or agents of Management Company and shall be paid by Management Company. Management Company shall set the number, function, qualifications, compensation and benefits of such employees and shall pay applicable social security, unemployment, workers' compensation, or other employment taxes or contributions to insurance plans.

5.3.7 Management Company shall comply with all federal and state laws and regulations relating to employment, including, but not limited to, minimum wages, social security, unemployment insurance, and workers' compensation.

5.3.8 Management Company shall give employment preference to local labor to the extent local residents are available and qualified. However, this paragraph does not require Management Company to give local preference in hiring its General Manager or other supervisory employees. Management Company shall establish and adhere to a written personnel policy and grievance procedure and shall provide employees with copies of that policy.

5.3.9 Management Company shall recruit and employ a staff sufficient to operate the Pensacola Civic Center as set forth in this Agreement. An organizational chart, which generally outlines the Pensacola Civic Center's staffing, shall be included in its Annual Budget request.

5.3.10 Management Company employees shall conduct themselves at all times in a proper and respectful manner to the public, and if, in the sole and reasonable opinion of Management Company, an employee conducts himself or herself in an

improper or disrespectful manner, he or she shall be dismissed for cause by the Management Company.

5.4 Maintenance. Management Company shall be responsible for general maintenance of the Pensacola Civic Center. Each month, the Pensacola Civic Center Operations Director shall meet with the Escambia County Facilities Maintenance Director, or his designee, to report on and discuss the progress of the Civic Center's Preventative Maintenance Program's implementation. The County reserves the right to perform preventative, emergency, or other necessary maintenance if it deems necessary to do so for the Civic Center's protection. Maintenance reimbursement work performed by the County Facilities Management Department or its contractors will be paid from the Civic Center Operating Account. Management Company will utilize a maintenance monitoring program as designated by the County. This software program will be provided by and licensed through Escambia County. It shall be the maintenance management tool used during the implementation and execution of the Pensacola Civic Center's Preventative Maintenance Program and the tracking of daily unscheduled maintenance repairs. The Management Company also will utilize this software program to supply the Escambia County Facilities Management Director with quarterly reports, in a reporting format specified by the County, reflecting all ongoing and completed Preventative Maintenance and unscheduled maintenance repairs.

5.4.1 Management Company shall coordinate with County any repairs or maintenance work in excess of Twenty-Five Thousand Dollars (\$25,000.00) and agrees to solicit competitive bids when required by state law or County ordinance for such maintenance services or goods.

5.4.2 Management Company shall prepare and submit to Escambia County information on maintenance and breakdowns of all major pieces of structural, mechanical, installed, or portable equipment. In no event shall Management Company encumber any real or personal property owned by Escambia County. Management Company shall be responsible for assuring that all Maintenance shall be of a quality and class at least equal to the equipment's original condition.

5.4.3 Unless otherwise directed by the County, all equipment, preventative maintenance services, and service cycles will be accomplished in accordance with manufacturer's recommendations, procedures, and guidelines in their technical bulletins and manuals. Additionally, equipment life cycles will be tracked through the County's software program.

5.4.4 To ensure that the Pensacola Civic Center's structure and its mechanical systems are properly maintained, County and Management Company will jointly inspect the condition of the Civic Center's structure and mechanical systems within thirty (30) days following this Agreement's effective date. Thereafter, not less than annually, the Parties will jointly complete follow-up inspections to determine if there has been any waste or deterioration in the building's structure or mechanical systems that is due to improper maintenance. If County determines in the exercise of its

reasonable judgment that there is waste or deterioration present, then Management Company agrees to restore the structure or mechanical systems to their conditions at the time of the original inspection and to reimburse the County for such restoration.

5.5 Event and Activity Management. Management Company shall direct the delivery and coordination of events and activities scheduled at the Pensacola Civic Center. Event management shall include but is not limited to: 1) crowd control and delivery of security services; 2) implementation of admission procedures; 3) box office ticket operation; 4) collection and payment of ticket revenues; 5) settlement with event promoters; 6) delivery of concessions; and 7) catering services.

5.5.1 Installation of Improvements. Management Company, on behalf of and at the request of Escambia County, shall be responsible for the acquisition and installation of any needed equipment improvements to the Pensacola Civic Center. Escambia County expressly reserves the right to approve such improvements acquisition and installation by Management Company. Expenses associated with the acquisition of such equipment shall be deemed to be Operational Expenses and shall be reimbursable to Management Company.

5.5.2 Set-Up for Events. Management Company shall be responsible for all services required to stage the Pensacola Civic Center for each scheduled event, including but not limited to: 1) stage area needs or services; 2) sound system; 3) lighting system; 4) stage rigging; 5) dressing area; 6) stage equipment; 7) loading; 8) unloading; 9) table, chair, and seat set up and tear down.

5.5.3 Box Office Ticket Operations. Management Company will be responsible for all aspects of ticket sales for events and activities, including computerized tickets, with the exception of Home Ice Hockey Season Game tickets. Management Company will maintain a box office at the Pensacola Civic Center, which will be open to the public at reasonable and appropriate times.

5.5.3.1 No event tickets will be sold unless they are serially numbered, identified by event using a color code, or other appropriate devices to prevent duplication or counterfeiting. Box office ticket operations shall include ordering and selling tickets, collecting and reporting ticket revenues for a scheduled event or activity, processing credit card ticket sales, auditing each scheduled event's or activity's records, and providing a timely and accurate settlement statement following such event or activity.

5.5.3.2 Notwithstanding the foregoing, Management Company retains the right to subcontract any or all of its box office ticketing operations without prior approval by Escambia County. However, its ticket sale policies shall be subject to prior approval by Escambia County. Management Company shall be solely responsible for collection and

remitting of any sales, use, amusement, or similar taxes imposed on such sales to the appropriate governmental entity as required by law.

5.5.3.3 Escambia County agrees that complimentary tickets are defined as tickets with no direct dollar value. These tickets are used in event promotions and for promotional arrangements with businesses, using sound industry business practice in the exchange for such goods and services. Complimentary ticket distribution shall be reflected in the Event Settlement Report.

5.5.4 Management Company shall maintain in the name and federal tax identification number of Escambia County an interest-bearing Escrow Account in an Escambia County financial institution approved by the County. In addition to the signatories designated by Management Company, the Chairman and Vice-Chairman of the Board of County Commissioners and the Clerk of the Circuit Court shall be authorized signers on behalf of Escambia County.

5.5.4.1 Management Company shall deposit into the Escrow Account advance ticket sale revenues, which it receives. If there are insufficient funds in the Escrow Account to refund payments to ticket holders, neither Escambia County nor the Clerk of the Circuit Court shall be liable for such deficiency.

5.5.4.2 Notwithstanding the foregoing, Management Company shall refund costs for ice hockey season ticket holders, when directed in writing by Escambia County or a court of competent jurisdiction, out of the Operating Account should the ice hockey team fail to present all home ice hockey games for which season tickets have been sold or otherwise fails to provide timely refunds to ice hockey season ticket holders.

5.5.4.3 Following completion of scheduled events or activities, Management Company shall deposit all revenues into the Operating Account. Any interest accrued in the Operating Account shall become Escambia County's property and remain in the Operating Account. Management Company thereafter shall utilize the Operating Account for Operating Expenses payments, as those expenses become due and owing.

5.5.5 Concessions and Catering. Management Company shall have complete responsibility for the sale of all public concessions, catering and related services at the Pensacola Civic Center, including but not limited to, the sale of: 1) foods of all kinds; 2) beverages of all kinds (including alcoholic beverages); and 3) and other concession products of all kinds.

5.5.5.1 During this Agreement's term, Escambia County shall not permit any other person, firm, or corporation to sell or to offer for sale nor

shall Escambia County sell or offer for sale on its own behalf any of the commodities referred to in Subsection 5.5.5 at or within the boundaries of the Pensacola Civic Center, unless previously agreed to in writing by Management Company's General Manager. Management Company shall not furnish or sell or permit its employees, subcontractors, or agents to furnish or sell or permit, alcoholic beverages to be consumed by a person who is not of lawful drinking age, or a person who is or who reasonably appears to be intoxicated.

5.5.5.2 Food and beverage revenues, excluding any applicable taxes collected, shall be deposited into the Operating Account within three (3) business days. Accounting for such sales shall be made available to the County or the Clerk upon request and a report of such sales shall be provided on a monthly basis.

5.5.5.3 Management Company shall be entitled to 5% of all Food and Beverage Revenues as defined herein. Starting on October 1, 2011, Management Company shall be entitled to a Food Service Fee equal to 5% of all Food and Beverage Revenues as defined herein.

5.5.6 Third Party Concessions and Catering. In the event third parties are authorized to provide limited concession sales or catering services, Management Company shall be responsible for overseeing and coordinating these third party concessionaires and caterers operations. Contracts for third party concessionaires and caterers shall require approval of both Parties and shall require third party concessionaires to provide insurance and indemnification protection equivalent to that provided by Management Company.

5.5.6.1 Management Company shall obtain and deliver to Escambia County proof of insurance evidencing the third party concessionaires or caterers are insured by the following types of insurance coverages in the amounts specified:

a. Commercial general liability insurance with minimum combined single limits per occurrence per event of one million dollars (\$1,000,000), including coverage parts of bodily injury, broad form property damage, advertising, personal injury, blanket contractual liability, independent contractors and products and completed operations. The commercial general liability insurance shall include by endorsement coverage for contingent liquor liability for bodily injury or property damage. The Escambia County Board of County Commissioners and Escambia County shall be named as additional insured.

b. Automobile liability insurance with minimum combined single of one million dollars (\$1,000,000) for any vehicles. The Escambia County

Board of County Commissioners and Escambia County shall be named as additional insured.

c. Workers compensation and employers liability as required by Florida law.

5.5.6.2 All insurance policies shall be written on a per occurrence basis and placed with insurers licensed to do business in the State of Florida rated A or better by A.M. Best's rating service with a minimum financial size category "VIII" according to A.M. Best Current Guide. Policies shall contain severability of interest provisions among additional insured.

5.5.6.3 Certificates of Insurance shall be provided to the Escambia County Administrator or designee at the time the User License Agreement is signed. The Certificates of Insurance shall be signed by the authorized representative. The concessionaire and/or caterer shall agree to notify Escambia County as soon as possible in advance of a cancellation, non-renewal, claim or termination of any insurance policy identified above. In the event of a reduction in the aggregate limit of a policy, the concessionaire and/or caterer shall immediately take steps to have the aggregate limits reinstated to the full extent permitted under such policy. All successive insurance policies shall provide for consecutive coverage with no lapses between termination and effective dates. Certificates of Insurance shall reflect the Escambia County Board of County Commissioners and Escambia County as certificate holders and as additional insureds, except for Workers Compensation and employers liability insurance.

5.5.6.4 Certificates of Insurance shall be forwarded to Escambia County and shall be satisfactory to the County. Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by the Management Company, or any of their representatives, which indicate less coverage than required does not constitute a waiver of the concessionaire and/or caterer's obligation to fulfill the insurance requirements. Any delay caused by incorrect or incomplete certificates shall be the sole liability of concessionaire and/or caterer.

5.5.6.5 All concessionaires and/or caterers shall agree not to violate, or to knowingly or negligently permit or to allow to be violated, any condition of any insurance policies provided to satisfy the insurance requirements of this Agreement. All insurance coverage of a concessionaire and/or caterer shall be primary to any insurance or self-insurance program carried by Escambia County applicable to the License Agreement. The acceptance by Escambia County of a Certificate of Insurance does not constitute approval or agreement by the County that

the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Agreement. Management Company's failure to ensure the insurance coverages required under this Article are provided and maintained by the concessionaire and/or caterer shall be a material breach of this Agreement, unless other insurance coverages mutually are agreed to in writing by the concessionaire and/or caterer and Escambia County. Notwithstanding the provisions of this Section 5.5.6, the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

5.5.6.6 No provision of any concession and/or catering agreement shall be construed, nor in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes, as amended. The concessionaire's and/or caterer's obligation to indemnify Escambia County shall not be limited by the type and amount of insurance required under this Agreement.

5.5.6.7 Third party concessionaires and/or caterers also shall agree to execute an indemnification and hold harmless agreement in favor of Escambia County and its employees, officials, officers, and affiliated entities from and against claims, suits, actions, damages, penalties, interest, liability, and expenses, including legal expenses, in connection with bodily injury, death, personal injury or property damage, including loss of use, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of the Agreement by the third party concessionaires or caterers.

5.5.6.8 The concessionaires and/or caterers shall agree to comply with all rules and regulations governing the Pensacola Civic Center's operation and shall acknowledge receipt in writing of a copy of the rules and regulations.

Article 6. Security.

Management Company will provide acceptable security at all scheduled events and activities at the Pensacola Civic Center and during the Civic Center's normal business hours. However, Management Company shall retain the sole discretion to determine the appropriate number of uniformed officers necessary for each event or activity after consultation with the Sheriff of Escambia County. Off-duty law enforcement officers providing security services to the Civic Center shall be in privity of contract with Management Company and under Management Company's direction and not in the employment of any event promoter or sponsor or of Escambia County.

Article 7. Collection and Payment of Operating Revenues and Expenses.

7.1 Management Company will be responsible for the collection of all Gross Operating Revenues generated by the Pensacola Civic Center and for their deposit within two (2) business days of receipt into an interest bearing Operating Account in an Escambia County financial institution. The Operating Account shall be in Escambia County's name and federal tax identification number. In addition to the Management Company signatories, the Chairman and Vice-Chairman of the Board of County Commissioners and the Clerk of the Circuit Court shall be authorized signers on behalf of Escambia County. The Operating Account shall require two (2) signatures to authorize withdrawals from it.

7.2 Gross Operating Revenues collected and deposited by Management Company into the Operating Account are held in trust for Escambia County and shall be used only in the manner provided herein.

7.3 County shall be authorized, at any time, to obtain and inspect information and records concerning the Operating Account from the subject financial institution. Management Company shall make disbursements from the Operating Account to pay for the Pensacola Civic Center's Operating Expenses. If, at any time, there are insufficient funds in the Operating Account to pay Operating Expenses, Escambia County shall deposit sums in the Operating Account in the amount of the deficiency within fourteen (14) days notice from Management Company of such deficiency. In addition to the foregoing, Escambia County shall deposit into the Operating Account on or before the 15th day of each month in advance an amount equal to 1/12 of the amount by which Operating Expenses exceed Gross Operating Revenues as reflected in the Annual Budget.

7.4 County shall deposit into the Civic Center Fund a sum certain representing the Renewal or Replacement Fund. Such funding shall be transferred from the Tourist Development Tax Fund on an annual basis subject to an annual appropriation by the Board of County Commissioners and may used by Management Company to pay for any capital improvement project as defined herein or for any maintenance or repair cost or any operating supply necessary to maximize and enhance the facility.

7.5 Upon execution of this Agreement, the Parties shall establish a Marketing and Promotions Fund in the principal sum of \$403,500.00. The principal sum, together with accrued interest, may be utilized upon mutual agreement of the Parties for the purpose of subsidizing event related activities, including but not limited to, marketing and promotional activities. The principal amount shall be amortized on a straight-line basis over the term of the Agreement. If the Agreement is terminated prior to the expiration of this Agreement, any remaining amounts shall be paid by County to Management Company upon the date of such termination.

The County shall retain possession of said Fund, and SMG shall have the right to request draws from said fund in advance of any event or planned expenditure.

Appropriate documentation of the planned event or expenditure must be submitted at the time of the request. Either Party may request and/or recommend funding for planned events or related expenditures, and the Parties shall jointly determine the use of said Fund. Each Party shall designate an individual with authority to make decisions regarding the use of said Fund. Once a request is approved by both Parties, funds shall be made available within ten (10) business days. Within ten days after the subsidized event has occurred, SMG shall provide to County an accounting of the profit/loss for the event. Any cash proceeds from profits retained from the subsidized event will be utilized to replenish the fund in an amount equal to the funds provided for the event. If sufficient cash proceeds are not generated from the event, the fund will be diminished by the amount of the loss.

Article 8. Policies and Procedures.

8.1 Management Company shall establish and implement reasonable rules, regulations, policies, and procedures to govern the Pensacola Civic Center's operational scheduling, priorities, user rates, and contracting responsibilities.

8.2 All rules, regulations, policies, and procedures shall be consistently applied to all users, whether they are for profit or non-profit entities or individual members of the public. A copy of these rules, regulations, policies, procedures, rate schedules, and contract forms shall be provided upon request to Escambia County, each vendor, performer, and member of the public.

Article 9. Signage.

Revenues produced by the sale of advertising on permanent signage owned by the Pensacola Civic Center shall be considered a Gross Operating Revenue, unless the monies are not retained by the Pensacola Civic Center. Temporary signage proceeds shall be governed by the Ice Hockey Agreement's terms and conditions identified in Article 13 and defined in Article 2.

Article 10. General Manager.

10.1 Selection of a General Manager, or any replacement thereof, for the Pensacola Civic Center shall be at Management Company's discretion with the prior approval by the Escambia County Administrator. It is understood and agreed by the Parties that Management Company shall solicit and screen applicants for this position and that Escambia County, at its option and upon its request, may participate in the interview of the position's three finalist.

10.2 The General Manager shall be available as required by Escambia County to consult with County officials and staff. The General Manager or his or her designee shall attend all meetings of the Board of County Commissioners, and such other meetings where the Pensacola Civic Center's operation is discussed.

10.3 The General Manager shall be employed only so long as he or she maintains Escambia County's confidence and, upon the written request of Escambia County, Management Company shall within thirty (30) days remove and/or reassign the General Manager. Management Company also shall provide Escambia County with thirty (30) days prior written notice of its intent to remove or reassign the General Manager in advance of such actual termination or reassignment.

Article 11. Escambia County Administrator or Designee.

11.1 The Escambia County Administrator or his or her designee shall act on behalf of Escambia County while administering this Agreement, with the exception of items which would require Escambia County Board of County Commission approval. The Escambia County Administrator or designee shall:

a. Serve as the liaison between Management Company and Escambia County on all matters relating to this Agreement.

b. Shall be responsible for ensuring that information supplied by Management Company is properly distributed to the Board of County Commissioners and appropriate Escambia County staff.

c. Shall be responsible for the day-to-day monitoring and assessment of the quality of the services and maintenance by Management Company of Pensacola Civic Center.

d. Coordinate contact with other Escambia County staff to assist in this Agreement's administration.

Article 12. Relationship of Parties.

12.1 Escambia County and Management Company agree that the only relationship created hereby is one for supplying management services, as an independent contractor, and Management Company is not an employee, joint venturer, agent, or partner of Escambia County.

12.2 Management Company, on its own behalf, shall have authority to enter into the contracts to perform the management services specified herein, subject to approvals, which may be required by this Agreement. Management Company shall not have the authority to obligate Escambia County contractually. Upon this Agreement's termination or expiration, all contracts relating to the Pensacola Civic Center (including contracts approved by Escambia County and license, lease, or rental contracts pertaining to the Civic Center which Management Company executed in its own name) shall be automatically assigned to, and deemed to be assumed by, Escambia County (without further action by any Party).

12.3 Unless otherwise stated herein, Management Company is the real party in interest under this Agreement and is not acting for or on behalf of any undisclosed principal. A list of Management Company's officers and members of its Board of Directors appears in **Exhibit B** attached hereto and incorporated by reference herein.

12.4 Management Company represents that it is possessed with the requisite authority to enter into this Agreement as evidenced by the Partnership Registration Statement of the State of Florida, a copy of which is attached hereto as **Exhibit C**, and incorporated by reference herein. Management Company also represents the individuals executing this Agreement are possessed of the requisite authority to sign and bind Management Company.

12.5 Management Company acknowledges that it has not engaged in any public entity crimes and has executed the Public Entity Crime Disclosure Form attached hereto as **Exhibit D**, and incorporated by reference herein.

12.6 Management Company represents by reason of its principals' expertise in facility management, it is well qualified to operate successfully the Pensacola Civic Center on behalf of Escambia County in accordance with this Agreement's terms and conditions.

Article 13. Pre-Existing Agreements.

Escambia County will perform all terms, covenants, conditions, and obligations contained in Section 5.6 of the Amendment to the Pensacola Civic Center Management Services Agreement dated May 1, 2007. Otherwise, the Parties agree and understand by executing this Agreement they accept all such terms and conditions and shall be bound by them as stated herein.

Article 14. Government Impositions.

Escambia County shall not be responsible for payment of Governmental Impositions associated with management and operation of the Pensacola Civic Center, unless otherwise approved by Escambia County.

Article 15. Annual Budget.

15.1 Management Company shall submit an Annual Budget, as part of the Annual Business and Marketing Plan for the period commencing October 1st and ending September 30th of each Fiscal Year, listing projected Operating Expenses. It shall be presented at the same time the County Administrator requires other County department annual budget requests.

15.2 The Annual Budget, in a format requested by the Escambia County Administrator or designee, also shall include projected Gross Operating Revenues, as well as an estimate of the required Tourist Development Tax dollars or other County

revenues necessary for the Pensacola Civic Center's operation as well as other designated financial information.

15.3 The Annual Budget shall be approved by Management Company and the Escambia County Administrator or designee by a date established by the Escambia County Office of Management & Budget and the County Administrator.

15.4 It is understood and agreed that if the Escambia County Administrator objects to Management Company's proposed Annual Budget or any part thereof, Escambia County shall be obligated to notify promptly Management Company. Should the Parties thereafter be unable to resolve the matter, Management Company may present its proposed Annual Budget directly to the Board of County Commissioners for consideration during the first advertised public budget hearing required by Florida law.

15.5 Management Company acknowledges that the Annual Budget is subject to approval by the Board of County Commissioners. In the event a proposed Annual Budget has not been adopted by the Board of County Commissioners as the official County Annual Budget by the first day of the new Fiscal Year, then the prior year's budget shall be deemed to be the Annual Budget until the new budget is approved.

15.6 Management Company and Escambia County Administrator or designee may revise the approved Annual Budget during the Fiscal Year by mutual written agreement.

Article 16. Management Fees.

16.1 Fixed Fee. As compensation to the Management Company for providing services during this Agreement's term and any renewal term, Escambia County shall pay to it an annual fixed fee (beginning October 1, 2012) of one hundred seventy five thousand five hundred dollars (\$175,500), which amount shall be adjusted on the first day of each Fiscal Year thereafter by the percentage change in the Southeastern United States Consumer Price Index (Base Year 1982), as published by the U.S. Bureau of Labor Statistics or any successor index or agency, during the one (1) year period ending on December 31 immediately preceding such Fiscal Year (the "Fixed Fee"). However, no upward adjustment shall exceed three (3%) percent. The Fixed Fee shall be invoiced by Management Company monthly in arrears and promptly paid pursuant to Section 218.70, Florida Statutes, as amended, after receipt of a correct invoice as reasonably determined by Escambia County.

16.2 Incentive Fee. In addition to the fixed fee, Escambia County shall pay to Management Company an annual Incentive Fee (beginning October 1, 2011) based upon financial performance. The Incentive Fee shall be prorated for any partial Fiscal Year upon termination or expiration of this Agreement. The Incentive Fee shall be calculated as a percentage of the improvement in actual Net Operating Loss compared to the Net Operating Loss Benchmark, as follows:

% of improvement	% to County	% to SMG
Up to \$250,000	65%	35%
Greater than \$250,000	60%	40%

An example of the calculation of the Incentive Fee is depicted in Exhibit A of this agreement.

The total Incentive Fee that may be earned by Management Company during any Fiscal Year may not exceed 150% (or \$263,250 or in subsequent years an amount equal to 1.5 times the amount of the base fee adjusted for inflation as shown in section 16.1) of the annual Fixed Fee during any Fiscal Year. Qualification for the Incentive Fee shall be contingent upon satisfactory annual inspection of the Pensacola Civic Center as provided in Section 5.4.4.

16.3 By executing this Agreement, the Parties agree Management Company waives any and all right to contest the amount owed for past incentive fees or to seek any additional payment, including interest, for past incentive fees which Management Company may claim based upon past performance.

16.4 Pursuant to the requirements of Florida law and Article II of Chapter 46 of the Code of Ordinances of Escambia County, Escambia County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. This Agreement shall not be a debt or obligation of Escambia County or the State of Florida.

Article 17. Annual Management Report and Travel Expenses.

17.1 No later than sixty (60) days after the end of each Fiscal Year, Management Company shall deliver to Escambia County the Annual Management Report detailing the Yearly Gross Operating Revenues and the Yearly Operating Expenses for that Fiscal Year.

17.2 All travel and professional expenses of Management Company employees shall be paid in accordance with the Florida Statutes relating to County employee travel and professional expenses when approved and included in the Pensacola Civic Center Annual Budget. Management Company will prorate these expenses if Management Company's employees conduct corporate business on behalf of or for the benefit of Management Company during such travel. All non-budgeted travel and professional expenses shall be paid only after the prior written approval of Escambia County.

Article 18. Accounting Records, Reports, and Practices.

18.1 Management Company shall maintain accounting records, using accounting practices which conform to nationally generally accepted accounting principles and this Agreement's terms and conditions.

18.2 Management Company shall establish internal financial control policies and practices, which are in accordance with nationally generally accepted standards in the industry and this Agreement's terms and conditions.

18.3 Management Company shall provide to the Escambia County Administrator or designee and the Clerk of the Circuit Court copies of all forms used by it and notice of all accounting methods, internal controls and procedures utilized in its reports to Escambia County and when possible adopt such methods, controls and procedures that are compatible with existing Escambia County methods, controls and procedures.

18.4 Escambia County shall have unlimited access to all accounting records and supporting documentation during this Agreement's term and for a period of five (5) years thereafter. However, Escambia County's right to access shall be exercised following reasonable notice to Management Company. Supporting documentation shall include, but is not limited to, contracts, leases, vouchers, checks, invoices, receipts, and other documents prepared or executed in connection with the Pensacola Civic Center's operation.

18.5 Within thirty (30) days of each month's end, Management Company will submit to Escambia County a Monthly Financial Report, which includes: 1) a monthly and year-to-date income statement identifying Gross Operating Revenues and Operating Expenses in detail in the Annual Budget; 2) a balance sheet as of the last day of the month; 3) a year-to-date statement of cash flows as of the last day of the month; and 4) a statement of related party transactions which will consist of all disbursements to Management Company or any of its affiliates.

18.6 Management Company acknowledges that the Pensacola Civic Center is a public enterprise fund, and as such, all Financial Reports, including the Annual Management Report, will be prepared on a full accrual accounting basis.

Article 19. Lost Articles.

Management Company shall have the sole right to collect and to have custody of, as a gratuitous bailee, articles left, lost, or checked in, on, or about the Pensacola Civic Center by persons attending or participating in events or activities at the Civic Center.

Article 20. Performance Security.

20.1 All Management Company employees handling monies shall be sufficiently bonded as reasonably determined by Escambia County.

20.2 Those employees designated as authorized signatories on Pensacola Civic Center account(s) shall be insured through Management Company's Comprehensive Crime Insurance/Fidelity Bonding with the face coverage of such policy

to be one million dollars (\$1,000,000.00) or more and shall name Escambia County as loss payee.

20.3 During the term of this Agreement, Management Company also shall provide to Escambia County a surety and performance bond in the amount of two hundred thousand dollars (\$200,000.00) to protect the County against loss should Management Company fail to perform its services under this Agreement.

Article 21. Admission to Pensacola Civic Center.

21.1 Management Company reserves the right to evict persons from the Pensacola Civic Center and shall include reasonable guidelines in the rules and regulations required by Article 5 to govern removal of such disruptive persons.

21.2 Management Company's guidelines, rules, and regulations shall be available for the general public's review and given to each promoter or other user at the time a user agreement is signed.

Article 22. Assumption of Risk.

22.1 Management Company shall be solely responsible for all civil liability due to negligent acts or omissions of its employees or agents resulting in accidents, injuries, or death to persons or property damage occurring at or in the Pensacola Civic Center.

22.2 Only qualified rigging personnel employed by or under contract with Management Company shall provide rigging services for Pensacola Civic Center events.

22.3 Management Company's personal property placed or moved into the Pensacola Civic Center shall be at the Management Company's sole risk, including, without limitation, for those injuries, damages or death arising from environmental damage or liability, theft, and vandalism.

Article 23. Default.

23.1 The following shall constitute a default of the Agreement:

- a. The failure to perform or comply with any material terms, covenants, or conditions of the Agreement;
- b. The occurrence of any act or omission on the part of Management Company that deprives it of the right, power, license, permit or authorization necessary for the lawful and proper operation of the services provided herein;
- c. The violation of any state, federal, or local laws;

d. The filing by or against Management Company of petitions in bankruptcy or the making by which the actions shall automatically be a basis for termination and bar the passing of any benefits to creditors, assignees, or transferees of Management Company;

e. The abandonment or discontinuance by Management Company of any or all of the services permitted or required herein;

f. The failure of either party to timely remit payments due and owing as provided herein;

g. The cessation or deterioration of services by Management Company for a period that in the reasonable opinion of County materially and adversely affects the performance of services described herein.

h. Management Company's failure to operate within the amounts allocated in the Annual Budget for the operation of the Civic Center during any Fiscal Year.

23.2 In the event of default of this Agreement, the defaulting party shall have thirty (30) days to cure the default before termination proceedings may commence as provided in Article 24 below.

Article 24. Termination.

24.1 Either Party may terminate this Agreement for cause upon the failure to fulfill in a timely and proper manner its obligations under this contract, including but not limited to, default of the Agreement as defined in Section 23.1 above. Such termination for cause shall be effective thirty (30) days following the date of the receipt of such notice of termination from the non-breaching party.

24.2 Upon termination, Management Company will be paid for its Management Fee, as defined in Article 16, earned to the date of termination, less the cost to Escambia County of subsidizing any deficiencies, correcting all work improperly performed, as well as repayment for additional cost to Escambia County for removing or replacing Management Company, exclusive of fees to firm(s) hired to replace Management Company. Any deduction from payment to Management Company shall not be construed as a settlement or waiver of other remedies available by law to Escambia County or Management Company.

24.3 The exercise of remedies and rights provided herein shall in no way affect any other right or remedy available to County or Management Company.

Article 25. Procedure Upon Termination.

25.1 Upon the expiration or termination of this Agreement, Management Company shall promptly surrender and deliver to County all equipment, supplies, inventories, or other items, which are the property of the County.

25.2 All losses in inventory of County-owned equipment shall be documented by Management Company as soon as such losses are discovered by Management Company. The Escambia County Risk Manager shall be promptly notified of such losses.

Article 26. Audits and Inspection of Records.

26.1 Escambia County shall have the right to a reasonable inspection and audit of Management Company's financial records. If a complete independent records audit is requested by County, such audit shall be performed in Escambia County after reasonable notification to Management Company.

26.2 The cost of the audit shall be paid by Escambia County, unless the audit should reveal a discrepancy in excess of one percent (1%) of Gross Operating Revenues, in which case Management Company shall pay the cost of the audit. Any monies due Escambia County or Management Company as a result of the audit shall be paid immediately or otherwise credited.

Article 27. Public Record Disclosure.

27.1 Management Company acknowledges this Agreement and any financial records, audits, reports, plans, correspondence, etc. related to the Pensacola Civic Center may be subject to disclosure to the public pursuant to Chapter 119, Florida Statutes, as amended.

Article 28. Insurance.

28.1 The cost of property insurance for the Pensacola Civic Center shall be paid for by the Management Company as an Operating Expense. Management Company hereby acknowledges that Escambia County may self-insure against any or all risks for which it may be responsible. Escambia County shall waive subrogation rights it may have against Management Company for any loss covered under Escambia County's property insurance policies or property self-insurance programs for the Pensacola Civic Center, to the extent permitted by the County's insurer(s).

28.2 Upon execution of this Agreement and for the term's remainder, Management Company will procure and maintain insurance of the types and with the limits herein specified by an insurance carrier described in this Article. Management Company shall name Escambia County, any elected and appointed officials, and employees, of Escambia County, and Escambia County Board of County Commissioners as additional insured by endorsement to the policy with respect to Management Company's operations hereunder. The minimum required limits of

insurance may become inadequate during this Agreement's term. Management Company and Escambia County agree that the minimum limits may be increased to higher reasonable amounts upon this Agreement's extension or renewal or otherwise upon mutual agreement of the Parties or at the direction of Escambia County.

28.3 Unless otherwise agreed, the amount, form, and type of insurance shall conform to the following minimum requirements upon this Agreement's execution:

a. Workers Compensation Coverage. Management Company shall purchase and maintain for its employees workers compensation insurance coverage as required by Florida law and employers' liability with minimum limits of one million dollars (\$1,000,000.00).

b. Commercial General Liability Coverage. Management Company shall purchase commercial general liability insurance in the minimum amount of five million dollars (\$5,000,000.00) per occurrence, specific to operations under this Agreement, with combined single limits for bodily injury and property damage. Fire legal liability insurance limits of one hundred thousand dollars (\$100,000.00) per occurrence.

c. Automobile Liability Coverage. Coverage must be provided, including bodily injury and property damage arising out of operation, maintenance, or use of any automobiles and employee non-ownership use in the amount of one million dollars (\$1,000,000.00).

d. Liquor Liability Insurance. Liquor Liability Insurance shall be provided with a minimum limit of three million dollars (\$3,000,000.00) per occurrence unless such insurance is provided by a third party concessionaire. When alcoholic beverages are furnished, sold, or consumed at the Pensacola Civic Center, Management Company shall not furnish, or shall not sell to or permit its employees, servants, subcontractors, or agents to furnish or to sell alcoholic beverages to, or to allow such alcoholic beverages to be consumed by any person who is not of lawful drinking age and shall take reasonable actions necessary to avoid serving any persons who appear intoxicated. Further, Management Company agrees to comply with Section 561.705, Florida Statutes, as amended, regarding "Responsible Vendor Qualifications".

e. Loss Control and Safety. Management Company shall retain control and shall remain responsible for the safety of its employees, agents, servants and subcontractors, as well as its invitees, patrons, and other persons using the Pensacola Civic Center. Precaution and safety considerations shall be considered at all times by Management Company for the protection of persons, and property in and around the Pensacola Civic Center. Management Company therefore shall make special efforts to detect hazards in advance and shall take prompt action where necessary to retain loss control of the Pensacola Civic Center.

28.4 All required insurance coverage shall be documented by Certificates of Insurance, which provide that Escambia County shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change or restriction in their coverage. Escambia County and the Board of County Commissioners shall be named on each policy and Certificate of Insurance as additional insured. Escambia County Board of County Commissioners shall be named as the certificate holder on the Certificate of Insurance. All insurers shall be licensed to do business in the State of Florida and rated "A" or better by A.M. Best's most current rating guide with a minimum financial size category of IX. If requested by the County, the Management Company shall furnish complete copies of the Management Company's insurance policies, forms and endorsements.

28.5 Management Company's required coverage shall be considered primary, and all other insurance shall be considered an excess, over and above Management Company's coverage.

Article 29. Hold Harmless and Indemnification.

29.1 Management Company shall indemnify and hold harmless Escambia County, its elected and appointed officials, and employees from any and all claims, demands, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, or arising out of recklessness, error, omission, intentional or negligent acts by Management Company, its agents and employees in the performance of its obligations under this Agreement. Escambia County shall not waive Management Company's indemnification for acts of sheriff deputies hired directly by Management Company to provide internal security. Management Company's obligation shall not be limited by, or in any way to, any insurance coverage or by a provision in or exclusion or omission from any policy of insurance. The Parties agree this indemnification provision shall survive the termination of this Agreement and throughout the life of any statutes of limitation thereafter.

29.2 No provision of this Agreement shall be construed, nor in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability available to Escambia County.

29.3 Escambia County is self-insured for liabilities to the extent permitted under Section 768.28, Florida Statutes, as amended. Management Company's obligation to indemnify Escambia County pursuant to this Article shall not be limited by the type and amount of insurance provided pursuant to Article 28.

29.4 Management Company agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies provided to satisfy the insurance requirements of this Agreement. All insurance coverage of Management

Company required under this Agreement shall be primary to any insurance or self-insurance program carried by Escambia County applicable to this Agreement.

29.5 Failure to provide and maintain the insurance coverage required under Article 28 shall be considered a material breach of this Agreement, unless this Agreement is amended to reflect other insurance coverage mutually agreed to in writing by the Parties.

Article 30. Right of Entry.

30.1 Escambia County, through its authorized officers, agents, employees, representatives, and contractors shall have the right, at all times, to enter the Pensacola Civic Center for the purpose of inspecting and observing this Agreement's administration as long as such observations do not interfere with the Civic Center's normal operations. Escambia County, its officers, agents, employees, representatives, and contractors may enter in Emergencies without prior notice to Management Company.

30.2 Management Company shall have the right to determine when and if it is necessary to evacuate the Pensacola Civic Center in an Emergency or for other public safety reasons. This determination shall be made by Management Company's General Manager. The General Manager shall immediately contact the Escambia County Administrator to formally advise Escambia County of the evacuation. He or she shall act in a reasonable manner so as to not unnecessarily endanger human life or property while attempting to contact the Escambia County Administrator or designee.

30.3 If an evacuation should occur that results in an event or activity cancellation due to Management Company's negligence, Escambia County does not waive any damage claims which may be filed against Management Company. In the event the evacuation occurs and results in cancellation of an event or activity because of flood, fire, strike, acts of civil or military authorities, or from insurrection or riot, windstorms, hurricanes, tornadoes, acts of God, or any other cause that is unavoidable or beyond Management Company's reasonable control, Escambia County hereby agrees to waive damage claims against Management Company.

Article 31. Non-Discrimination.

Management Company, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, covenants and agrees that: 1) No person because of race, color, religion, national origin, sex, age or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Pensacola Civic Center, except as allowed by law; and 2) Management Company shall not discriminate against any employee, applicant for employment, vendor, subcontractor, or other person or entity needed for the provision of supplies, material, or labor because of age, sex, physical handicap, marital status, color, religion, national origin, or ancestry except where based on a bona fide occupational

qualification or otherwise permitted by law.

Article 32. Notices.

32.1 All Notices required or to be given hereunder shall be in writing and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next day delivery addressed to the appropriate party at the address set out below:

ESCAMBIA COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place, Ste. 420
Pensacola, Florida 32502
(850) 595-4900

With a copy to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Ste. 430
Pensacola, Florida 32502
(850) 595-4970

MANAGEMENT COMPANY:

SMG
300 Conshohocken State Road
Suite 770
Conshohocken, Pennsylvania 19428

With a copy to:

Steven A. Scolari, Esquire
Stradley, Ronon, Stevens & Young
30 Valley Stream Parkway
Malvern, Pennsylvania 19355
(610) 640-1965

32.2 Rejection or other refusal by the addressee to accept or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no Notice was given, shall be deemed to be receipt of the Notice sent. Either Party shall have the right, from time to time, to change the address to which Notices shall be sent by giving the other Party at least ten (10) days prior notice of the changed address.

Article 33. Ownership.

33.1 Ownership of the Pensacola Civic Center, including the leasehold, technical and office equipment and facilities, furniture, supplies, displays, fixtures, and other property, shall remain at all times the property of Escambia County. Prior to this Agreement's commencement, the Parties shall together conduct an inventory of all expendable supplies and fixed assets of the Pensacola Civic Center and shall attach a copy of the results of such inventory, signed by an authorized representative of each Party, to this Agreement as **Exhibit E**. The inventory's cost, if conducted or supervised by a third party, shall be equally divided and shall be paid by both Parties. The Parties agree the inventory list shall specifically include a personal computer which is 1) capable of preparing, transmitting, and producing the Pensacola Civic Center's payroll;

2) compatible with the Management Company's computer system; and 3) provided at the Management Company's expense.

33.2 Escambia County will retain ownership and responsibility for all capital improvements and capital repairs and maintenance to the Pensacola Civic Center; however, Escambia County is under no obligation to make such improvements. The Parties agree that in the event Management Company requests a capital improvement, Escambia County shall give reasonable consideration to such request(s) prior to adopting the Annual Budget.

33.3 Management Company shall not injure, mar, or deface the Pensacola Civic Center or any equipment contained therein, and shall not cause or permit anything to be done whereby the Civic Center or equipment shall be in any manner injured, marred, or defaced. Management Company shall not allow any vehicular traffic by patrons on the entrance/exit ramps to building levels above ground at the Pensacola Civic Center's east or west sides. If the Civic Center is damaged by the act, default, or negligence of Management Company or its authorized agents, then Management Company shall pay to Escambia County, upon demand, such sums as shall be necessary to restore it to its original condition, ordinary wear and tear excepted.

Article 34. Copyright.

34.1 Management Company shall procure and pay for, or cause to be procured and paid for, the use of any copyrights, trademarks, or other intellectual property or materials necessary for the presentation of a Pensacola Civic Center event or activity.

34.2 Management Company further agrees to save and hold harmless Escambia County in accordance with the hold harmless and indemnification provisions in Article 29 from any costs or claims arising from copyright violations, including copyright or trademark violations resulting from the sale or display of advertising signs.

Article 35. Assignment of Agreement.

35.1 Escambia County is entering into this Agreement in recognition of and in reliance upon Management Company's expertise, reliability, and competence. The performance of the obligations imposed upon Management Company under the Agreement are not assignable to any other party unless Escambia County, within its sole discretion, consents in writing to said assignment. Any purported assignment in contravention of this paragraph shall be void and shall be considered a material breach of this Agreement.

35.2 Notwithstanding the foregoing, in the event of an assignment by Management Company to an affiliate, parent, or subsidiary which is intended primarily to accomplish an internal Management Company corporate purpose as opposed to materially and substantially altering the method of management services delivery to

Escambia County, then the County will not unreasonably withhold its consent for such assignment.

35.3 In the event of a "Change in Control" of the Management Company (as defined below), Escambia County shall have the option of terminating, for convenience, this Agreement by written notice to the Management Company. Management Company shall notify Escambia County within ten (10) days after it becomes aware that a Change in Control will occur.

35.4 As used in this Agreement, the term "Change of Control" shall mean a change in the possession, direct, or indirect, of either (1) the ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value, or voting power in the Management Company; or (2) the power to direct or cause the direction of the management and policies of the Management Company whether through the ownership of voting securities, by contract, or otherwise.

Article 36. Force Majeure.

36.1 Except as otherwise provided, neither Party shall be obligated to perform hereunder and neither shall be deemed to be in default if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion, or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Pensacola Civic Center, or any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war, or governmental law and regulations.

36.2 In the event of a labor dispute which results in a strike, picket, or boycott affecting the Pensacola Civic Center or services described in this Agreement, Management Company shall not be deemed to be in default or to have breached any part of this Agreement.

Article 37. Casualty.

37.1 In the event the Pensacola Civic Center or any portion thereof shall be destroyed or damaged by fire or other casualty so as to prevent its use or if the Civic Center cannot be so used because of strikes, acts of God, national emergency, or other causes beyond Escambia County's control, then this Agreement shall be suspended for that period of time. The Agreement's term shall be extended for a period equaled to that duration; provided, however, that if the period exceeds six (6) months, the Management Company or the County shall have the right to terminate this Agreement for convenience.

37.2 Management Company's responsibility for paying Operating Expenses of the Civic Center shall be extended beyond the cost of paying for the County's property insurance on the Civic Center to also paying the cost of business interruption coverage for loss of income/loss of rents to the County for a period of one year.

37.3 Management Company hereby waives any damage claim against Escambia County by reason of such suspension or termination, except for the earned proration of the Management Fee to the date of the casualty's occurrence.

Article 38. Compliance with Laws.

Management Company agrees to comply with all Governmental Regulations applicable to Management Company's management of the Pensacola Civic Center, including but not limited to the Americans with Disabilities Act, and all other federal, state, and local occupational, health, and safety laws. Nothing in this Article or elsewhere in this Agreement shall, however, require Management Company to undertake any of the foregoing compliance activity, nor shall Management Company have any liability under this Agreement therefor, if such activity requires any Capital Improvements purchases, unless the County provides funds for such Capital Improvements. Furthermore, Management Company shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Civic Center to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Civic Center.

Article 39. Waiver.

39.1 Waiver of any provision of this Agreement by either Party shall not be deemed to imply or constitute a waiver by such Party of any other provision.

39.2 Escambia County's rights and remedies under this Agreement are cumulative and are not intended to be exclusive, and the use of one shall not be taken to exclude or waive the use of another. Escambia County will be entitled to pursue all such rights and remedies available by law.

Article 40. Entire Agreement.

40.1 This Agreement contains the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between them unless otherwise noted herein.

40.2 Management Company acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are expressed herein. The Parties agree from time to time this Agreement may be amended in writing upon the Parties' mutual agreement.

Article 41. Conflicts of Interest.

41.1 Management Company hereby certifies that it will make a complete disclosure to Escambia County of all facts bearing upon any possible conflict, direct or

indirect, with its performance that it believes any officer or employee of Management Company now has or will have.

41.2 Said disclosure shall be made by Management Company contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to Management Company. However, Management Company agrees it will perform at all times its obligation under this Agreement in a manner consistent with the best interest of Escambia County.

41.3 Violation of this Article shall be deemed a default hereunder subject to the provisions of Article 23 and 24.

Article 42. Miscellaneous Provisions.

42.1 The captions, headings, and section titles in this Agreement are for convenience of reference only and are not intended to restrict, affect, or interpret the provisions of any section.

42.2 If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable, to any extent, the remainder of it or the application of such term, provision, covenant, or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, provision, covenant, or condition shall be valid and enforceable to the fullest extent permitted by law.

42.3 This Agreement shall be construed in accordance with the laws of the State of Florida and the Parties stipulate venue for any action which is the subject of this Agreement shall be Escambia County, Florida.

42.4 This Agreement shall not be more strictly construed against either Party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Chairman, and Management Company signing by and through its President, duly authorized to execute the same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

By: _____
Wilson B. Robertson, Chairman

Date: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.

By: [Signature]

Title: ACA

Date: 2/2/12

MANAGEMENT COMAPNY:
SMG, a Pennsylvania general partnership, a general partnership duly authorized to do business in the State of Florida.

ATTEST: Secretary

By: _____
Secretary

Date: _____

By: _____
President

Exhibit A

	2010	2011	2 Year Average	2012 Example*
Operating Income/(Loss)	(\$2,521,941)	(\$2,228,054)	(\$2,374,998)	(\$2,125,000)
Less:				
Depreciation	936,036	939,717	937,877	939,717
Amortization	0	0	0	0
Net Operating Loss for Incentive Calculation	(\$1,585,905)	(\$1,288,337)	(\$1,437,121)	(\$1,185,283)
Decrease in Net Operating Loss from Benchmark SMG Incentive:				\$251,838
\$0 - \$250,000 in Improvement	35%			88,143
Over \$250,000 in Improvement	40%			0
Total Due SMG				\$88,143

* Figures are an example for illustrative purposes and will be based upon actual audited results



EXHIBIT B
TO PENSACOLA CIVIC CENTER MANAGEMENT SERVICES AGREEMENT
BETWEEN
ESCAMBIA COUNTY, FLORIDA
AND
SMG

COMPANY OFFICERS AND DIRECTORS

SMG

Organization: General Partnership
Formed in State of: PA
FEIN: 23-2511871

Directors: Harold Westley
Brian Graff
Phil Harper
Pankaj Gupta

Officers:
President & CEO: Harold Westley
Executive VP & CFO: John Burns
Executive VP: Maureen Ginty



State of Florida

The seal of the State of Florida, featuring a central figure holding a scale and a sword, surrounded by a wreath and the motto 'IN GOD WE TRUST'.

Department of State

I certify from the records of this office that SMG is a Pennsylvania partnership,
filed on April 1, 1998.

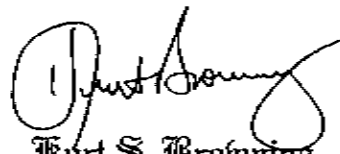
The document number issued to this registration is GP9700000811.

I further certify said partnership has not been canceled.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fifth day of April, 2007



CR2ED22 (01-07)


Kurt S. Browning
Secretary of State

EXHIBIT

100

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

John F. Burns
[signature]

Sworn to and subscribed before me this 18th day of January, 20 12.

Personally known John F. Burns

OR Produced identification _____ Notary Public - State of Florida - Perma
My commission expires July 6, 2014
(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
of Notary Public, Notary Public
West Conshohocken Boro, Montgomery County
My Commission Expires July 6, 2014
Member: Pennsylvania Association of Notaries

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Escambia County, Florida
[print name of public entity]
by John F. Burns - Executive Vice President & Chief Financial Officer
[print individual's name and title]
for SMG
[print name of entity submitting sworn statement]
whose business address is 300 Conshohocken State Road, Suite 770, W. Conshohocken, PA 19428
and (if applicable) its Federal Employer Identification Number (FEIN) is 23-2511871 (If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
034477	000 REPEATER DUPLXER	1/29/1988	LOC ON TOP OF ROOF	221303	7,373.50 CIV800	CIVIC CENTER	CIVIC CENTER-CAPITAL
052353	000 LAPTOP COMPUTER	6/1/2003	SAEGER COMPUTER	221303	1,203.99 CIV800	CIVIC CENTER	CIVIC CENTER-CAPITAL
053039	000 COMPUTER	4/1/2004	GENERAL MANAGER	221303	1,531.31 CIV800	CIVIC CENTER	CIVIC CENTER-CAPITAL
					10,108.80		



Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
038364	000 WORK STATION MODULAR	8/22/1991	RECEPTION DESK	221303	2,930.99 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
046378	000 LASER PRINTER	2/23/1998	SUANN NOLAN	221303	1,460.00 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
046379	000 LASER PRINTER	2/23/1998	COPIER ROOM	221303	1,460.00 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
046380	000 COMPUTER NETWORK	2/23/1998	TELEPHONE RM	221303	3,223.25 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
048671	000 MONEY COUNTER	4/1/2000	FRONT OFFICE	221303	1,275.00 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
048672	000 MONEY COUNTER	4/1/2000	BOX OFFICE	221303	1,275.00 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
051031	000 BOX OFFICE DESK	5/8/2002	BOX OFFICE	221303	1,393.00 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052013	000 NETWORK SERVER	5/6/2003	TELEPHONE ROOM	221303	3,248.52 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052039	000 DELL POWER EDGE	5/8/2003	VAULT ROOM	221303	6,999.95 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052064	000 FAX MACHINE	4/1/2003	COPIER ROOM	221303	1,077.00 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052150	000 SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052156	000 SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052157	000 SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052158	000 SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052159	000 SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052160	000 SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052805	000 COPIER	12/5/2003	COPIER ROOM	221303	10,482.00 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
053016	000 FURNITURE OFFICE	3/1/2004	GENERAL MANAGER	221303	1,860.88 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
055462	000 COMPUTER	9/8/2006	SUMMER JIMMERSON	221303	1,489.20 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
055885	000 OMNI 3760 CREDIT CARD TERMINAL	2/20/2007	21 CREDIT CARD MACHINES	221303	42,989.18 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058479	000 POWEREDGE T610 SERVER	12/8/2009	BOX OFFICE	221303	10,563.39 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058480	000 POWEREDGE T610 SERVER	12/8/2009	VAULT ROOM	221303	10,563.38 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
056461	000 ZENITH BACKUP	12/8/2009	VAULT ROOM	221303	5,015.87 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
056462	000 OPTIPLEX 360 COMPUTER	12/8/2009	DEBBIE ROBERSON	221303	1,136.26 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058483	000 OPTIPLEX 360 COMPUTER	12/8/2009	CYNDEE PENNINGTON	221303	1,136.28 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058484	000 OPTIPLEX 360 COMPUTER	12/8/2009	MACK GILLENWATER	221303	1,136.25 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058485	000 OPTIPLEX 360 COMPUTER	12/8/2009	GM RECEPTION	221303	1,136.25 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058486	000 OPTIPLEX 360 COMPUTER	12/8/2009		221303	1,136.25 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058487	000 OPTIPLEX 360 COMPUTER	12/8/2009	DON BRAKE	221303	1,087.46 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL

Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
058488	000 OPTIPLEX 360 COMPUTER	12/8/2009	BRIDGET LEWIS	221303	1,087.46 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058489	000 OPTIPLEX 360 COMPUTER	12/8/2009	SUSAN JENKINS	221303	1,087.46 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058490	000 OPTIPLEX 360 COMPUTER	12/8/2009	JAN CASTILLO	221303	1,087.46 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058491	000 LATITUDE E5500 LAPTOP COMPUTER	12/8/2009	CYNDEE PENNINGTON	221303	1,205.55 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058492	000 LATITUDE E5500 LAPTOP COMPUTER	12/8/2009	FLOAT COMPUTER	221303	1,205.54 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058508	000 LASERJET M2727 PRINTER	12/28/2008	BOX OFFICE	221303	1,024.05 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
					131,282.86		

Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
031947	000 SINK SS 2 SEC	10/1/1984	KITCHEN	221303	1,850.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031952	000 FRYER DEEP	10/1/1984	KITCHEN	221303	1,050.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031953	000 FRYER DEEP	10/1/1984	KITCHEN	221303	1,050.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031957	000 WASHER DISH	10/1/1984	KITCHEN	221303	13,005.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031958	000 WARMER FOOD WWHHEELS	10/1/1984	MOBILE	221303	1,398.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031960	000 WARMER FOOD WWHHEELS	10/1/1984	MOBILE	221303	1,398.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031981	000 WARMER FOOD WWHHEELS	10/1/1984	MOBILE	221303	1,398.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031986	000 REFRIGERATOR	10/1/1984	KITCHEN	221303	2,287.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031969	000 FREEZER	10/1/1984	KITCHEN	221303	2,980.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031970	000 WARMER FOOD WWHHEELS	10/1/1984	MOBILE	221303	1,398.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031971	000 SINK SS 3 SEC	10/1/1984	KITCHEN	221303	1,850.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
036455	000 COOKER SLOW ALTO-SHAAM	4/25/1989	KITCHEN	221303	3,778.95 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
036456	000 PROCESSOR FOOD BERKLIN	4/25/1989	KITCHEN	221303	1,857.86 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
036457	000 MIXER FOOD	4/25/1989	KITCHEN	221303	1,800.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
036458	000 SLICER MEAT	4/25/1989	KITCHEN	221303	1,200.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
036459	000 TABLE SS	4/25/1989	KITCHEN	221303	1,200.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
038387	000 ALARM SYSTEM	8/7/1991	KIT HALLWAY	221303	1,685.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
039088	000 WARMER FOOD WWHHEELS	7/29/1992	MOBILE	221303	2,374.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
040126	000 WARMER FOOD	7/15/1993	KITCHEN	221303	2,285.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
041036	000 COUNTER CURRENCY	6/7/1984	FOOD & BEV OFFICE	221303	1,538.03 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
048670	000 MONEY COUNTER	4/1/2000	FOOD & BEV OFFICE	221301	1,275.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-ADMIN
050389	000 REFRIGERATED MOBILE CART	8/10/2001	MOBILE	221303	10,786.77 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
050707	000 RANGE	1/2/2002	KITCHEN	221303	1,754.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
050708	000 CHARBROILER	1/2/2002	KITCHEN	221303	2,506.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
055547	000 CONVECTION OVEN W/ GLASS DOOR	10/13/2006	KITCHEN	221303	5,184.16 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
055548	000 CONVECTION OVEN W/ GLASS DOOR	10/13/2006	KITCHEN	221303	5,184.16 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
055548	000 CONVECTION STEAMER W/GAS MANIF	10/13/2006	KITCHEN	221303	16,493.34 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
055550	000 FRYER CLEANER	10/13/2006	KITCHEN	221303	1,023.78 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058509	000 LASERJET M2727 PRINTER	12/28/2009	FOOD & BEVERAGE OFFICE	221303	1,024.05 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL

Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
058592	000 ELECTRIC FOOD PROCESSOR	3/2/2010	KITCHEN	221303	1,526.70	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058593	000 KEG STYLE BEER COOLER	3/2/2010	MOBILE	221303	3,152.19	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058594	000 KEG STYLE BEER COOLER	3/2/2010	MOBILE	221303	3,152.19	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058595	000 KEG STYLE BEER COOLER	3/2/2010	MOBILE	221303	3,152.19	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058596	000 KEG STYLE BEER COOLER	3/2/2010	MOBILE	221303	3,152.19	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058622	000 PORTABLE BAR	3/19/2010	MOBILE	221303	2,546.64	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058623	000 PORTABLE BAR	3/19/2010	MOBILE	221303	2,546.64	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058624	000 PORTABLE BAR	3/19/2010	MOBILE	221303	2,546.64	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058625	000 PORTABLE BAR	3/19/2010	MOBILE	221303	2,546.64	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058768	000 STEAMER	3/2/2010	TERESA BRYAN	221303	1,284.98	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
					118,031.11			

Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
050704	000 ICE MACHINE	11/26/2001	C3	221303	3,478.00 CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
050705	000 ICE MACHINE	11/26/2001	C4	221303	3,478.00 CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
050706	000 ICE MACHINE	11/26/2001	C6	221303	3,478.00 CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
051051	000 HOT FOOD CART	7/1/2002	CART CONCESSION MOBILE	221303	9,237.50 CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
051078	000 HOT FOOD CART	7/1/2002	CART CONCESSION MOBILE	221303	9,237.50 CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
055458	000 POPCORN MACHINE	11/30/2005	POPCORN ROOM	221303	2,799.08 CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
058591	000 VENTLESS DUAL FRYER	3/2/2010	C3	221303	12,263.13 CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
					43,871.19		

Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
029557	000 FENCE CHAIN LINK	2/27/1985	SIDE OF CIVIC CENTER	221303	4,624.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
040715	000 TRUCK VAN 15 PASS	4/18/1994	TAG #136251	221303	16,895.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
046805	000 ALUMINUM STAIRS	10/1/1997	CIVIC CENTER/CONTRIB	221303	3,800.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
046806	000 ALUMINUM STAIRS	10/1/1997	CIVIC CENTER/CONTRIB	221303	3,800.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
046807	000 CANOPY BOX OFFICE	11/1/1997	FRT OF BOX OFFICE	221303	1,290.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
047319	000 TRUCK	3/9/1999	TAG #181557	221303	17,191.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
048423	000 BIKE RACKS	12/1/1999	SIDE OF CIVIC CENTER	221303	4,976.67 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	000 SIGN FOR CIVIC CENTER	9/23/2002	UP	221303	150,000.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	001 MARQUEE SIGN	11/19/2002	UP	221303	78,461.95 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	002 CIVIC CENTER SIGN	11/18/2003	UP	221303	120,510.05 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	003 CLIMATE CONTROL CABINET	3/28/2005	UP	221303	12,985.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	004 ACCRUAL ADJ.	3/30/2005	UP	221303	(39,671.80) CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
054174	000 CLIMATE CONTROL CABINET	6/13/2005	UP	221303	3,950.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
054174	001 CLIMATE CONTROL CABINET	9/26/2005	UP	221303	12,536.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
054175	000 POWER SUPPLY	6/13/2005	FOR MARQUEE	221303	7,950.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
054814	000 CABINET FOR MARQUEE	1/16/2006	UP CLIMATE CONTROLLED	221303	5,050.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
055050	000 MARQUEE MESSAGE BOARD SIGN	4/25/2006	UP	221303	13,567.90 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
055051	000 MARQUEE MESSAGE BOARD SIGN	4/25/2006	UP	221303	13,567.90 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
055052	000 CLIMATE CONTROL CABINET	4/25/2006	UP	221303	3,950.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
058125	000 30 HP MOTOR	1/31/2009	FOR CHILLER TOWER	221301	2,460.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-ADMIN
058884	000 MARQUEE	10/1/2009	UP WEST OF FAC FRT MARQUEE	221301	296,800.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-ADMIN
34280A	000 MARQUEE	3/1/1994	UP	221303	1,328.00 CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
					735,422.67		

Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
029398	000 SPOTLIGHT	1/27/1985		221303	6,240.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029398	001 SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029399	000 SPOTLIGHT	1/27/1985		221303	6,240.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029399	001 SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029400	000 SPOTLIGHT	1/27/1985		221303	6,240.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029400	001 SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029401	000 SPOTLIGHT	1/27/1985		221303	6,240.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029401	001 SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029402	000 SPOTLIGHT	1/27/1985		221303	6,240.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029402	001 SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029403	000 SPOTLIGHT	1/27/1985		221303	6,240.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029403	001 SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
038778	000 SCOREBOARDS	1/4/1990	N & S END	221303	2,760.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
039988	000 HOIST CHAIN 1/2 TON	12/8/1992		221303	1,480.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
039989	000 HOIST CHAIN 1/2 TON	12/8/1992		221303	1,480.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
039990	000 HOIST CHAIN 1/2 TON	12/8/1992		221303	1,480.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
039991	000 HOIST CHAIN 1/2 TON	12/8/1992		221303	1,480.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041259	000 SPOTLIGHT	8/9/1994		221303	8,354.25	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041259	001 SPOTLIGHT REBUILD	9/30/2010		221303	2,802.41	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041260	000 SPOTLIGHT	8/9/1994		221303	8,354.25	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041260	001 SPOTLIGHT REBUILD	9/30/2010		221303	2,802.41	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041261	000 SPOTLIGHT	8/9/1994		221303	8,354.25	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041261	001 SPOTLIGHT REBUILD	9/30/2010		221303	2,802.41	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041262	000 SPOTLIGHT	8/9/1994		221303	8,354.25	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041262	001 SPOTLIGHT REBUILD	9/30/2010		221303	2,802.41	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
043061	000 HOIST CHAIN 1 TON	11/18/1994		221303	6,997.79	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
043062	000 HOIST CHAIN 1 TON	11/18/1994		221303	1,750.81	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
043063	000 HOIST CHAIN 1 TON	11/18/1994		221303	1,748.29	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
043064	000 HOIST CHAIN 1 TON	11/18/1994		221303	1,748.28	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL

Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
044344 000	SCOREBOARD MULTI-SPORT	8/19/1966		221303	91,006.50 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
044344 001	SCOREBD AT CIVIC CENTER	11/19/1986	INSTALLMENT	221303	181,800.00 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
044344 002	SCOREBOARD	1/28/1997	INSTALLMENT	221303	30,189.50 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
044344 003	CLOCK UP GRADE TO ADD FOOTBALL	5/25/2000		221303	1,010.00 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
044344 004	SCOREBOARD UPGRADE	11/12/2010	PARTS & CONTROLLER	221303	31,005.00 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
044708 000	CHAIN HOIST F/SCOREBOARD	10/16/1986		221303	18,159.21 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
49771 000	TRUSSING (RIGGING)	4/30/2001		221303	3,425.65 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
					476,405.87		

Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
029777	000 KEY COMBINATOR	1/28/1985	OPERATIONS	221303	1,142.30	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
031940	000 WELDING OUTFIT GAS	7/25/1986	SHOP	221303	1,087.60	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
039993	000 SAW TILTING 10"	3/7/1993	SHOP	221303	2,217.74	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
040829	000 DRAIN CLEANING MACH	3/17/1994	SHOP	221303	1,690.00	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
041332	000 SAW BAND	8/15/1994	SHOP	221303	1,484.88	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
041333	000 SANDER BELT	8/15/1994	SHOP	221303	1,608.00	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
046114	000 COPIER	4/1/1998	OPERATIONS	221303	20,000.00	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
051109	000 COMPUTER	8/1/2002	TECH ROOM	221303	1,649.97	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
059478	000 CISCO 2621 ROUTER	12/8/2009	OPS TECH RM	221303	3,344.71	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
056493	000 LATTITUDE E5500 LAPTOP COMPUTER	12/8/2009	JIM KERRIGAN	221303	1,205.54	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
058494	000 MERAKI INDOOR CLOUD SYSTEM	12/8/2009	OPS TECH ROOM	221303	3,750.80	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
058510	000 LASERJET M2727 PRINTER	12/28/2009	OPERATIONS	221303	1,024.05	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
058885	000 AUDIOVISUAL EQUIPMENT	9/30/2010		221301	4,000.00	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-ADMIN
					44,185.59			

Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
030992	000 CONTROLLER F/HOISTS	12/8/1982	FOR 39888-39991/RIG ROOM	221303	2,466.52 CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
040923	000 PRESSURE WASHER W/ ACCESS	5/3/1994	MOBILE	221303	5,788.70 CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
043065	000 CONTROLLER F/RIGGING	12/15/1994	FOR 43061-43064/RIG ROOM	221303	2,167.04 CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
043066	000 DISTRO PANEL F/RIGG	12/15/1994	FOR 43061-43064/RIG ROOM	221303	1,317.48 CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
053046	000 LIFE PACK	5/18/2004	DEFIBL. BATTERY, CASE	221303	1,941.88 CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
053046	001 CONTROLS	2/15/2005		221303	220.32 CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
					13,871.94		

Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
040510	000 FLOOR DANCE PORTABLE	10/1/1993	W/CADDY	221303	3,608.50 CIV808	CIVIC CENTER 2ND FLOOR	CIVIC CENTER-CAPITAL
048519	000 LECTERN	3/31/2001		221303	1,265.87 CIV808	CIVIC CENTER 2ND FLOOR	CIVIC CENTER-CAPITAL
053047	000 LIFE PACK	5/19/2004	DEFIBL,BATTERY, CASE	221303	1,941.88 CIV808	CIVIC CENTER 2ND FLOOR	CIVIC CENTER-CAPITAL
058897	000 MEETING ROOM EQUIPMENT	1/31/2010		221301	8,000.00 CIV808	CIVIC CENTER 2ND FLOOR	CIVIC CENTER-ADMIN
					14,816.25		

Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
053048 000	LIFE PACK	5/18/2004	DEFIBL,BATTERY, CASE	221303	1,941.88 CIV809	CIVIC CENTER 3RD FLOOR	CIVIC CENTER-CAPITAL
053048 001	CONTROLS	2/15/2005		221303	220.32 CIV809	CIVIC CENTER 3RD FLOOR	CIVIC CENTER-CAPITAL
					2,162.20		

Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

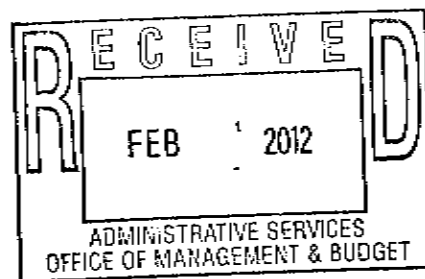
Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
046613	000 WIRELESS SYSTEM	3/1/1998	SOUNDBOOTH	221303	3,985.00 CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
049694	000 SOUND SYSTEM	4/26/2001	SOUNDBOOTH	221303	35,000.00 CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
052065	000 IGNITER	4/1/2003	5TH FLOOR	221303	2,603.75 CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
053415	000 EXHAUST FAN	7/1/2004	CENTIFUGAL ROOF	221303	1,328.00 CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
055459	000 40HP WEG ELECTRIC MOTOR	3/31/2006	RETURN AIR FAN	221303	1,416.00 CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
055460	000 50HP WEG ELECTRIC MOTOR	3/31/2006	SUPPLY AIR FAN	221303	1,690.00 CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
055461	000 50HP WEG ELECTRIC MOTOR	3/31/2006	SUPPLY AIR FAN	221303	1,890.00 CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
058769	000 WEG 50HP MOTOR 326T	5/24/2010	4TH FLOOR/NORTHWEST	221301	1,668.00 CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-ADMIN
					49,360.75		

Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
029064	000 LIFT GENIE	12/3/1984	PUMP ROOM	221303	3,985.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
029097	000 FLOOR BASKETBALL	10/15/1984	PROP ROOM	221303	19,782.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
029457	000 BACKSTOP BASKETBALL	1/29/1985	PROP ROOM	221303	13,340.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
029670	000 RISE SYSTEM 8 STEP	11/19/1984	LOADING DOCK&PROP ROOM	221303	1,081.23 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
029671	000 RISE SYSTEM 8 STEP	11/19/1984	LOADING DOCK&PROP ROOM	221303	1,081.23 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
036462	000 COOLER WALK IN	4/25/1989	P1	221303	1,925.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
038876	000 DECK/SUPPORT SYS(SOUND WINGS)	4/16/1992	PROP ROOM	221303	9,815.52 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
038912	000 MOWER LAWN	5/19/1992	NEW STORAGE	221303	2,167.84 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
039013	000 FREEZER WALK IN	7/1/1992	P1	221303	8,051.68 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
040463	000 DRAPES STAGE	12/17/1993	PROP	221303	5,862.24 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
040749	000 BILLY GOAT VACUUM	4/5/1994	NEW STORAGE	221303	1,698.50 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
044332	000 FORKLIFT TRUCK HYSTER	9/30/1996	NEW STORAGE	221303	18,894.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
044345	000 ICE RESURFACING MACHINE	9/18/1996	LOADING DOCK	221303	58,200.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
044936	000 BLADE SHARPENER PORTABLE	12/12/1996	LOADING DOCK	221303	2,079.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
047464	000 PRODECK ICE	3/3/1999	NEW STORAGE	221303	85,000.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
048427	000 STAGE BARRICADE	1/4/2000	NEW STORAGE	221303	11,650.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
050390	000 HANDSINK CART	7/23/2001	P1	221303	1,585.58 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
051158	000 FORKLIFT	7/31/2002	LOADING DOCK	221303	22,885.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
053676	000 ICE EDGER	12/31/2004	LOADING DOCK	221303	2,172.58 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
055608	000 SCRUBBER/SWEEPER	12/6/2006	LOADING DOCK	221303	43,120.19 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
					314,175.59		

Civic Center
 FY 2011 Fixed Asset Inventory
 Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
034314	000 DRAPERIES	8/10/1987	CHEMICAL ROOM	221303	1,845.66 CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
034671	000 DRAPERIES	3/10/1988	CHEMICAL ROOM	221303	8,310.38 CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
039015	000 REFRIGERANT MGNT SYS	7/1/1992	CHILLER ROOM	221303	6,590.00 CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
039233	000 REFRIG RECOVERY SYS	8/28/1992	ICE PLANT ROOM	221303	1,250.00 CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
048701	000 CLEANER CARPET	5/30/2000	CHEMICAL ROOM	221303	2,222.22 CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
050968	000 AUTOMATIC SCRUBBER	4/1/2002	CHEMICAL ROOM	221303	5,512.09 CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
059969	000 COMPACT AUTO SCRUBBER	1/23/2007	CHEMICAL ROOM	221301	1,602.00 CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-ADMIN
057360	000 VACUUM	3/25/2008	CHEMICAL ROOM	221301	1,890.00 CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-ADMIN
057977	000 ICE PLANT COMPRESSOR	6/13/2008	ICE PLANT ROOM	221303	9,000.00 CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
057978	000 ICE PLANT COMPRESSOR	6/13/2008	ICE PLANT ROOM	221303	9,000.00 CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
057979	000 ICE PLANT COMPRESSOR	6/13/2008	ICE PLANT ROOM	221303	9,000.00 CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
058886	000 WEG 40HP MOTOR 324T	10/14/2010		221301	1,572.50 CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-ADMIN
TOTAL COST							
					<u>\$ 2,021,579.85</u>		



PENSACOLA STATE COLLEGE

From: Peter Wilkin, Director of Student Life
Pensacola State College

Date: January 3, 2012

RE: Letter of Support

It is with great pleasure that I write this letter of full support for the bid by SMG to handle the management of the Community Maritime Park. I believe that I can provide an accurate assessment of their capabilities from a long-term client perspective.

As the Director of Student Life at Pensacola State College (a position that I have held for 41 years), one of my major duties has been the full responsibility for our college commencements (which take place twice per year in the Pensacola Civic Center). In this capacity, I have worked extremely closely with the SMG management team and their various employees (and have gotten to know each of them personally) in the planning and organizing of every detail required to produce a successful event of this magnitude. It is without hesitation that I can state that they are the most professional, knowledgeable, organized, amenable, and courteous group of people that I have ever had the privilege of working with. Their # one goal (which is quite apparent to me) has always been to insure that they meet my expectations to see that our commencement is a positive experience for everyone. To this end, they go out of their way to make sure that **every** detail is accounted for and taken care of. I have often requested changes on the actual day of commencement, which are always handled at ease and with a smile. **EVERY** request that I have ever made of them over the years has been met with the following response: **"NOT A PROBLEM..."** In addition, they are quite helpful with various ideas to make things simpler and work better. Working with individuals with this type of attitude has made my job soo much easier and stress free, as I can always count on them to follow through with every request and I never worry about whether things are going to get done.

Pensacola State College has been fully and completely satisfied with our working relationship with SMG and hope to continue to do so in the coming years.

If you are looking for a management group that has an exceptional staff and a positive record of accomplishment, then it is my hope that you will strongly consider their bid.

Thank you.

Peter Wilkin
Director of Student Life
Pensacola State College

*If you would like to speak with me personally, I would be more than happy to answer any questions that you may have about my dealings with SMG. Simply contact me at my direct #: 850 484:1689.....



Home Builders Association of West Florida

4400 Bayou Boulevard, Suite 45 • Pensacola, FL 32503-2692 • (850) 476-0318 • Fax (850) 494-9764

January 4, 2012

Board of Trustees
Community Maritime Park Associates, Inc.
Pensacola, Florida

Dear Board of Trustees:

The Home Builders Association has hosted the Home and Product Expo at the Pensacola Civic Center since 2005. There are a lot of moving parts and decisions that need to be made in putting on a show with over 90 companies. Communication is of the utmost importance in coordinating a three day event, and with the professionalism of the SMG staff, it is a seamless and enjoyable process.

I have had the pleasure of working with SMG General Manger Cyndee Pennington and Event Manager Michael Capps and many more on the SMG team. Year in and year out, I have never had a problem or issue with the coordination of the Expo. In short, they take pride in what they do and it shows.

Without hesitation, I would highly recommend SMG and a great team of local professionals who truly are committed to our community to manage the all-important Community Maritime Park.

Sincerely,

David Peaden
Executive Director



PETER RUBARDT
MUSIC DIRECTOR

BRET BARROW
EXECUTIVE DIRECTOR

Community Maritime Park Associates, Inc.
222 West Main Street
Pensacola, FL 32502

January 3, 2012

Dear CMPA Board of Trustees:

The Pensacola Symphony Orchestra performs an average of ten times annually in Pensacola's Saenger Theatre, under the management of SMG Pensacola. On each occasion we work very closely with the SMG Pensacola Saenger Staff to ensure that our performances meet and exceed the expectations of our patrons. They are diligent in addressing our specific needs and professional, but courteous when dealing with our constituents directly. They have worked with us to assist in promoting our events, capturing data for patron cultivation, and to meet our intense production needs.

I find the SMG Pensacola Saenger Staff to be willing partners in guaranteeing the success of our productions. I recommend that you consider SMG Pensacola's proposal to manage the Hunter Amphitheatre Facilities.

Please do not hesitate contact me directly for any further information regarding our SMG Pensacola interaction.

Sincerely,

A handwritten signature in black ink that reads 'Bret Barrow'.

Bret Barrow

Executive Director
850-435-2533 ext. 101
bbarrow@pensacolasymphony.com



West Florida
HEALTHCARE

January 3, 2012

Summer Jimmerson
Pensacola Civic Center
201 East Gregory Street
Pensacola, FL 32502

Summer,

I am writing this letter in support of a bid that SMG has submitted to manage Community Maritime Park. As a long time partner of the Pensacola Civic Center I can speak first hand of how pleased we have been with SMG and our relationship with them. We have sponsored or been involved with many events from concerts to business expo's to everyday business meetings and have found SMG very accommodating and professional to do business with.

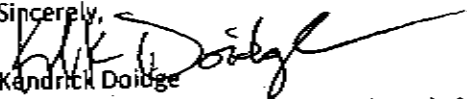
Not only do we find them to be easy to work with but we have also noticed that when hosting an event, no detail is too small for their team. It is that attention to detail and putting their best foot forward that keeps West Florida Hospital coming back to partner on a yearly basis.

What we have found most rewarding with our relationship has been how versatile that SMG can be. For instance, it is not uncommon for the civic center to host a weekend of events where thousands have been in attendance only to turn around to have smaller business focused events in the very same week. I can speak from personal experience that both the large events and small events are handled with the same amount of professionalism and dedication that we have come to expect from SMG.

Therefore, based on both personal and business experience I highly recommend the SMG management team for the Community Maritime Park. They have shown time and time again their dedication not only to our community but also to their customers.

Thank you for allowing us the opportunity to speak on behalf of SMG and best of luck with your decision.

Sincerely,



Kendrick DoIDGE
Vice President, Business and Public Relations
West Florida Healthcare

West Florida
HOSPITAL

West Florida
REHABILITATION
INSTITUTE

West Florida
PAVILION



December 16, 2011

ADELENE LOVELACE
EXECUTIVE DIRECTOR

FIESTA OFFICERS

MICHAEL LONG
PRESIDENT

MIKE MARIAGIOTTA
PRESIDENT-ELECT

DEBORAH CALDWELL
VICE PRESIDENT

SHERMAN BARNES, JR.
VICE PRESIDENT

JIMMY COE
VICE PRESIDENT

RICK JOHNSON
SECRETARY

JOHN S. GARR
TREASURER

JOHN GREEN
CHAIRMAN OF THE BOARD

FIESTA COMMISSION

ROBERT L. LEIDNER
JIMMY T. JONES, M.D.
DEBORAH CALDWELL

Ms. Cyndee Pennington
General Manager
Pensacola Civic Center-SMG
201 East Gregory Street
Pensacola, Florida 32502

Dear Ms. Pennington:

On behalf of the Fiesta of Five Flags, I am writing to express my sincere appreciation to you and the Pensacola Civic Center staff for your assistance with the 2011 DeLuna Coronation and Sponsors' Ball. Once again it was a pleasure to work with you and your employees. Their responsiveness to our many requests was greatly appreciated.

In addition thank you for your dedication to developing a great team. Their cooperation and resourcefulness has helped us produce a spectacular DeLuna Coronation and Sponsor's Ball. It is apparent that your staff takes pride in what they do. The transformation of the arena to an elegant venue has been one of the many reasons for our success. Thanks so much for all your efforts, suggestions and cooperation.

I look forward to working with you and your team this summer on the next DeLuna Coronation and Sponsors' Ball which is scheduled for June 3, 7, 8, and 9, 2012.

Sincerely,

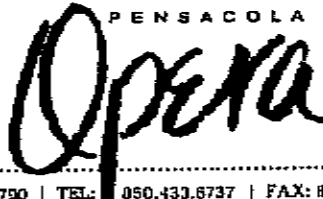
Adelene Lovelace
Executive Director



2121 WEST INTENDENCIA STREET • PENSACOLA, FLORIDA 32502
Phone: 850-433-6512 Fax: 850-438-5672 www.fiestaoffiveflags.org

*The mission of the Fiesta of Five Flags is to celebrate our heritage, promote tourism,
and build pride in Pensacola through festive activities which enhance
the quality of life in our community.*





P.O. BOX 1790 | PENSACOLA, FLORIDA 32591-1790 | TEL: 850.433.6737 | FAX: 850.433.1082 | WWW.PENSACOLAOPERA.COM

Date: January 3, 2012

To: Community Maritime Park Association

RE: Recommendation of SMG Pensacola

Dear CMPA Board,

I am happy to recommend the current management of the Civic Center and Saenger Theatre as representatives of SMG Pensacola to manage the Amphitheatre at the Maritime Park.

As Artistic Director of Pensacola Opera for since June of 2000, I have worked closely with Doug Lee, Jim Kerrigan, Kathy Summerlin, Erik Workendyke and numerous stage hands. The relationship and trust in the professional abilities of these people will insure the Amphitheatre at the Maritime Park is run in a manner suitable for all levels of professional and community presentations. Their sensitivity to the needs and schedules of the local arts community has insured the livelihood of these arts organizations. In addition, SMG's ability to present road shows, guest artists and concerts will provide further utilization of the venue.

I sincerely believe there is no other alternative to manage the future success of the Amphitheatre in the Maritime Park.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle Marrero", written over a horizontal line.

Kyle Marrero
Artistic Director
Pensacola Opera



January 2, 2012

Summer Jimmerson
SMG – Pensacola Civic Center
201 East Gregory Street
Pensacola, FL 32502

Summer,

I am writing this in response to the news that you and SMG has put a bid in to manage the Maritime Park. I think that would be a fantastic Win for everyone. I have truly valued our relationship with your group as management of the Pensacola Civic Center. My company is in its 30th year of business here in Pensacola as the only authorized Motorola dealer and I can say that our success has been based on successful partnerships with our customers like you. The partnership we have formed with SMG over the past 5 years has been nothing short of ideal. I have always felt that SMG's professional team at the Civic Center was one that I wanted my company to be a part of. Please keep me updated on your bid because if you are successful I would like to talk to you about what my company can do for you with a new Motorola radio system for the stadium and the park. If there is anything I can do to help please let me know. Good Luck!

Sincerely,

Jeff Livingston
Owner / Vice President
CES Team One Communications, Inc.
Motorola Channel Partner
Pensacola, Mobile, Pascagoula



Board of County Commissioners • Escambia County, Florida

David W. Wheeler, CFM
Branch Director
Facilities Management

Memorandum

To: Jim Kerrigan, SMG Operations
From: Bill Turner, Program Director, Facilities Management
Date: January 3, 2012
Subj: Civic Center's Building Maintenance Program Brief Summary

Escambia County's Facilities Management Maintenance Division is tasked with providing an overall evaluation of the Civic Center's condition each fiscal year. This is accomplished in 3-phases:

In June, an Annual Building Inspection is conducted covering the Electrical, Plumbing, and Mechanical Systems; the building's interior and exterior condition; the parking lot & grounds; and the fire & safety systems.

Monthly Quality Assurance Inspections of completed maintenance work are conducted.

SMG submits the following monthly reports for review:

- Work Order Summary
- Equipment Status
- PM's Scheduled
- Work Order breakdown
- Capital Projects

For the past 3 years, SMG has Met or Exceeded Standards in all categories.


WMT



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
SECONDARY EDUCATION DEPARTMENT
30 EAST TEXAR DRIVE
PENSACOLA, FL. 32503
PH (850)469-5495 FX (850)469-5630
<http://www.escambia.k12.fl.us>
MALCOLM THOMAS, SUPERINTENDENT

January 3, 2012

To Whom It May Concern:

I am writing this letter to express the excellent working relationship between the School District of Escambia County and the Pensacola Civic Center. As both a high school principal and the Director of High Schools, I have worked with the Civic Center staff to host our graduations. All of the staff at the Civic Center has accommodated our every need, and at no time have they failed to provide excellent service to our schools during the graduations. They have assisted in the planning, the organization, and the setup for each school's event, and in all cases, the results were exceptional. Their attention to detail and their responsiveness to our requests have made the experience positive for all involved.

If I can provide any additional information about the relationship we enjoy with the Civic Center, please feel free to contact me at 469-5333 or cspooner@escambia.k12.fl.us.

Sincerely,

A handwritten signature in cursive script that reads "Carolyn Spooner".

Carolyn Spooner
Director of High Schools

Affirmative action/equal opportunity employer



1/4/2012

To Whom It May Concern,

We the Pensacola Ice Flyers a professional hockey team in the SPHL have been a tenant in the Pensacola Civic Center managed by SMG since July of 2009. We have had an ongoing daily working relationship with Cyndee Pennington and her staff since that time.

The entire SMG staff here locally in Pensacola has always been extremely professional and courteous in the performance of their responsibilities and continuously go above and beyond their required duties to ensure the needs of the Ice Flyers are met and maintained. Their planning and organization help ensure that Ice Flyers game days run as smoothly as possible and that the facility is always in a condition of readiness for our events.

All The Best

A handwritten signature in black ink that reads "Tim Kerr". The signature is written in a cursive, flowing style.

Tim Kerr

Owner/Governor

Pensacola Ice Flyers



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2141

County Administrator's Report 11. 1.

BCC Regular Meeting

Discussion

Meeting Date: 02/16/2012

Issue: Expand Low Cost Spay/Neuter Program to Include Rabies Vaccination

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Expanding Low Cost Spay/Neuter Program to Include Rabies Vaccination - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the Low Cost Spay/Neuter Program:

- A. Authorize the Animal Services Division to expand the Low Cost Spay/Neuter Program to include administering of the rabies vaccine as part of the approval process, prior to the surgical procedure; and
- B. Support the existing Animal Services Fee Schedule Resolution adopted by the Board on September 16, 2010, providing the charge of \$15, for the rabies vaccination.

BACKGROUND:

The Escambia County Board of County Commissioners initiated a low cost spay/neuter program for residents of modest means on June 2009. This service provides much needed reproductive control for pets in order to reduce the stray population. There is a documented corresponding drop in intake at the shelter over the last three fiscal years. We believe that this due largely to the low cost surgeries offered to those who would not normally have their animals altered because of the cost.

Currently, the approval process implemented by the County requires the pet owner to provide proof of rabies vaccine prior to approval and scheduling of the appointment for services. Also, Florida Statutes require that when a rabies vaccine is administered, a county license must be purchased at the same time (Exhibit B).

Expanding the spay/neuter program to include the rabies vaccine will allow users of the program to have their animal vaccinated to meet the current requirement and the intent is to have more consumers for this service continuing to reduce the stray population.

Currently, approved applicants are not incurring the cost of an office visit, because the Shelter veterinarians include this service at no cost (Exhibit C). The owner of the pet will assume the \$15.00 for the Rabies vaccine and the cost of the County tag which may vary from \$4.00 to \$9.00 (Exhibit A).

The expansion of this service is supported by the County veterinarian staff (Exhibit D).

A sampling of local veterinarian Rabies and Office visits cost provides the varying rates of the process. This chart was provided by local animal activists (Exhibit E).

The Animal Rights groups have suggested, to enable more surgeries and thereby reduce the stray population, that the Shelter offer a single rabies vaccination, two weeks prior to surgery to only those qualifying for the program. All other animals, including our many adoptions, would continue to get their vaccinations from their own veterinarian per the current policy. While we believe that such a change in policy could be positive for the community by encouraging responsible pet ownership, we are concerned that animal rights groups may subsequently want to expand the program to all animals which would adversely impact veterinarians.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such policy changes.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs, Animal Services Division will coordinate with staff and local veterinarians selling County animal licenses on this matter, upon approval by the Board.

Attachments

[Exhibit A - Resolution with Fee Schedule](#)

[Exhibit B - FL Statute re Vaccination of Animals](#)

[Exhibit C - Low Cost Spay/Neuter requirements](#)

[Exhibit D - Support Letter from County Vets](#)

[Exhibit E - Local Vets Cost Spreadsheet per local activists](#)

Escambia County
Clerk's Original

9/16/2010 Agenda #9D RESOLUTION NUMBER R2010-176

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING AND SETTING FEES FOR CERTAIN SERVICES RENDERED BY THE ESCAMBIA COUNTY COMMUNITY & ENVIRONMENT BUREAU, DIVISION OF ANIMAL SERVICES; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, pursuant to Chapters 125, 767, and 828, Florida Statutes, the Board of County Commissioners for Escambia County, Florida, has established Escambia County Animal Services; and

WHEREAS, through Animal Services, the Board of County Commissioners provides animal services to Escambia County residents; and

WHEREAS, to establish a funding source for these animal services, the Board of County Commissioners previously enacted a fee schedule for animal services by adopting Resolution R95-127 on May 23, 1995, by adopting Resolution R2007-165 on September 6, 2007, and by adopting Resolution R2009-03 on January 8, 2009; and

WHEREAS, the operational costs of maintaining and operating animal services by Escambia County continue to increase each year and projected revenues will not be sufficient to support projected operating expenses, necessitating changes to the existing rate structure; and

WHEREAS, the Board of County Commissioners is authorized to adopt a new fee schedule pursuant to Section 10-6(a), Escambia County Code of Ordinances; and

WHEREAS, the Board of County Commissioners finds that in order to advance the health, safety and general welfare of the citizens of Escambia County, a new fee schedule is necessary to allow Animal Services to continue providing animal services.

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

Section 1. Through Animal Control, the Board of County Commissioners shall assess fees for animal services to the fee schedule in Exhibit A, attached hereto and incorporated herein.

Section 2. The prior resolution and fee schedule adopted by the Board of County Commissioners in R95-127, R2007-165, and R2009-03 are hereby superseded by this resolution and the fee schedule in Exhibit A.

Verified By: *K. Macauley*
Date: 9/17/10

Section 3. The Fee Schedule in Exhibit A shall become effective on the 1st day of October, 2010.


ADOPTED this 16th day of September, 2010.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: *Grover C. Robinson, IV*
Grover C. Robinson, IV, Chairman
Date Executed

9/16/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Debra Harris
Deputy Clerk
 Approved: 09-16-2010

This document approved as to form
and legal sufficiency

By: *Kristin Hays*
Title: ACIT
Date: 9/14/10

**EXHIBIT A RESOLUTION #R2010-176
 ANIMAL SERVICES FEES/CHARGES**

1.	Redemption of Impounded Animals:	
	Licensed Animals:	
	1 st Offense	\$ 15.00
	2 nd Offense	25.00
	3 rd Offense (fee plus mandatory alter)	35.00
	Unlicensed Animals:	
	1 st Offense	\$ 35.00
	2 nd Offense	60.00
	3 rd Offense (fee plus mandatory alter and court appearance)	85.00
2.	Service Fees:	
	Pickup Owner's Animal or Carcass	\$ 35.00
	(Includes up to 3 animals/call; each add'l animal \$5 each)	
	Animal brought to Shelter for Euthanasia	25.00
	Daily board fee	7.00
	Animal carcass brought to Shelter for Disposal	7.00
3.	Dangerous/Vicious Dog Registration (annual renewal)	\$200.00
4.	Animal Tags:	
	Altered Animal	\$ 8.00
	Senior Citizen (\geq 60 years of age) rate	4.00
	Unaltered Animal	27.00
	Senior Citizen rate	9.00
	Duplicate	3.00
	Juvenile animal (<6 months of age)	9.00
	Service Animal	No Charge
<p>As an exception to the normal fee schedule, once a pet owner has paid \$135.00 in Escambia County license tag fees in any twelve (12) month period, any additional license tag to the same owner may be sold at the rate of \$4 per tag.</p>		
5.	Adoption of Animals:	
	Dogs/Puppies	\$40.00
	Cats/Kittens	30.00
	Other Animals	15.00
6.	Spay/Neuter Fees:	
	Dog Spay/Neuter	\$25.00/15.00
	Cat Spay/Neuter	20.00/10.00
7.	Immunizations:	
	Parvo/Distemper	\$6.00
	Bordetella	6.00
	Canine Influenza	6.00
	Rabies	15.00

8.	Microchip implantation	\$50.00
9.	Heartworm testing	\$10.00
10.	Civil Infraction Penalties (In addition to each civil penalty, there is imposed a \$5.00 civil penalty surcharge pursuant to Ordinance 91-9):	
	1 st Offense	\$ 25.00 per infraction (Maximum \$75.00 per citation)
	2 nd Offense	75.00 per infraction (Maximum \$225.00 per citation)
	3 rd Offense (fine plus mandatory court appearance)	150.00 per infraction (Maximum \$450.00 per citation)
	<i>Failure to alter adopted animal:</i>	
	1 st Offense	\$ 50.00
	2 nd Offense	100.00
	3 rd Offense (fine/mandatory court appearance/name place on "No-adoption list")	200.00
	<i>Interference w/Animal Control Officer:</i>	
	1 st Offense	\$ 50.00
	2 nd Offense	100.00
	3 rd Offense (fine plus mandatory court appearance)	200.00
	<i>Poisoning of Animal:</i>	
	1 st Offense	\$150.00
	2 nd Offense	300.00
	3 rd Offense (fine plus mandatory court appearance)	500.00
	<i>Concealment of animals; Scientific experimentation and related acts:</i>	
	1 st Offense	\$150.00
	2 nd Offense	300.00
	3 rd Offense	500.00
	<i>Cruelty / neglect (per household):</i>	
	1 st Offense	\$150.00
	2 nd Offense	300.00
	3 rd Offense (mandatory court appearance for criminal charges)	Animal Impounded by Animal Control
	<i>Designated dangerous/vicious animal:</i>	
	1 st Offense	\$250.00
	2 nd Offense	Animal Impounded by Animal Control

Sec. 10-8. - Vaccination of animals required.**(a)**

Generally. Every owner of a dog, ferret, or cat, four months of age or older, shall cause such animal to be vaccinated against rabies by a licensed veterinarian with a United States Department of Agriculture approved rabies vaccine for use in these species. The owner of every dog, ferret, and cat shall have such animal revaccinated 12 months after the initial vaccination. Thereafter, the vaccinations shall conform to the vaccine manufacturer's directions. Pursuant to F.S. § 828.30, the county hereby recognizes the vaccination certified by the administering veterinarian for the duration of the rabies immunity period of one to three years as specified by the vaccine's manufacturer. Evidence of vaccination shall consist of the certificate required under F.S. § 828.30, signed as provided by law by a licensed veterinarian administering the vaccine and containing pertinent data for identification of the animal. One copy of the certificate shall be given to the owner, one filed with the animal control division, and one retained by the person administering the vaccine.

(b)

Animals to wear tags. Coincident with the issuance of the certificate of inoculation as prescribed in this section the veterinarian administering the vaccine or other authorized person shall be responsible for insuring the attachment of a metal serial numbered county tag to the collar or harness of the animal, which must be worn at all times. The county tag shall be valid for a one-year period from date of inoculation. In the case of a three-year vaccination interval, three annual tags may be issued for the animal based on the date of inoculation; the first tag shall be effective for one year from the vaccination date, the second shall be purchased by the owner a year later to be effective for one year from the first anniversary of the vaccination, and the third to be purchased the next year to be effective for one year from the second anniversary of the vaccination.

(1)

The shape or color of the tag shall be changed each year with the specific size and shape prescribed by the impounding officer or his designee to those qualified to administer rabies vaccine to animals under this chapter at costs as established pursuant to this chapter. No other certificate or tag shall be valid under the provisions of this chapter. All tags voided or unused must be accounted for by the animal control division to the county commissioners.

(2)

Only the owner, or his authorized agent, shall remove any license tag from an animal's collar or remove any collar with a license attached thereto from any animal. No person shall keep or harbor an animal with a fictitious, altered or invalid license tag, or a license tag not issued in connection with the licensing or keeping of the animal wearing the same. No license tag issued for one animal shall be transferable to another animal.

(c)

Duplicate tag fee. A fee established pursuant to this chapter shall be charged for the issuance of a duplicate tag when the original has been lost.

(d)

Unvaccinated animals. The animal control officer shall impound, wherever found, any dog or cat not vaccinated as required by this chapter. Any dog, ferret, or cat found without its vaccination tag shall be presumed not inoculated until proved otherwise. An animal impounded under this section shall be vaccinated by the county veterinarian and licensed prior to redemption provided the owner pays any impounding fee and charges established pursuant to this chapter; and further provided that the owner sees to, and pays for, immediate vaccination and licensing of his animal.

(e)

Exception to wearing vaccination tag. Notwithstanding this section, during that time a dog is engaged in hunting activities, such dog shall not be required to have a vaccination tag on the dog's collar, but the owner of such dog must be able to produce such tag at the request of an animal control officer, and, upon failure to produce such tag, the provisions of this section shall apply.

(Code 1985, § 1-4-8; Ord. No. 2005-37, § 1, 8-18-2005)



Board of County Commissioners • Escambia County, Florida

Delfi Messinger, Manager
Division of Animal Services

LOW COST SPAY/NEUTER

Help us reduce the huge numbers of animals that end up in our shelter every week. There are so many that most are never able to be placed in homes. Have all your pets spayed or neutered. Pets altered early in life have a reduced rate of reproductive cancers.

For those of modest means we have a low cost pet spay/neuter program (\$15-30). If your total household income is below these levels, we may be able to help.

Single person	\$23,154.00
Two people.....	\$37,938.00
Three people.....	\$52,072.00
Four people.....	\$64,286.00

Bring the following items in order to set up your appointment:

1. Proof of household income (pay stubs, tax documents, etc).
2. Proof of residency (utility bill, lease papers, etc).
3. Current state issued ID (drivers' license, etc).
4. Proof of rabies vaccine (plus any other vaccines given in the last 6 months).
5. Bring in your animal for a pre-surgical exam (no charge).

Payment IS due when setting up your appointment.

Spay/Neuter Prices:

Male cat: \$15.00 Female cat: \$20.00
Male dog: \$20.00 Female dog under 40#: \$25.00 Female dog over 40#: \$30.00

Hours of Operation:
Tuesday – Saturday
12(Noon) – 6pm

200 West Fairfield Drive • Pensacola, Florida 32501
850.595.3075 • www.myescambia.com





Board of County Commissioners • Escambia County, Florida

Delfi Messinger, Manager
Division of Animal Services

To: Delfi Messinger, Director Animal Services

Re: Low Cost Spay/Neuter Program

From: Clifford Owen DVM and Sandra Owen DVM

Dear Ms. Messinger,

The Escambia County Animal Shelter's low cost spay/neuter program for citizens of modest means has been very helpful in reducing the number of homeless pets in our county and their cost to the county government. We feel that a minor change in the rules governing the program could further widen the program's reach, particularly at the very lowest end of the economic scale.

Currently all participants in the program must have a current rabies vaccination for their pet. For the poorest of us that means arranging transportation to a veterinarian and incurring a cost that while small may be prohibitive on a limited fixed income. For many it is simpler to simply opt out of the program, often resulting in ever more puppies and kittens. We would suggest that the shelter be allowed to offer a single, one-time only rabies vaccination as part of the pre-surgical exam for the low cost program. All other animals, including our many adoptions, would continue to get their vaccinations from their own veterinarian per our current policy.

Because this is a policy change that extends the reach of the program, it is suggested that the veterinary community be polled for their input. This polling would also emphasize the one time nature of this change so that it is not misunderstood to be a come-one, come-all vaccination program.

Sincerely,


Sandra Owen, DVM


Clifford Owen, DVM

200 West Fairfield Drive • Pensacola, Florida 32501
850.595.3075 • www.myescambia.com

Cost of Rabies Vaccinations at Veterinarian Clinics in Escambia County, FL Exhibit E

sorted by total rabies shot + office visit cost						
Hospital Name	Rabies Vaccination Cost	Office Visit Charge?	Total Rabies Shot + Office Visit Cost	Address		Notes
Hillman Veterinary Clinic	\$ 12.00	\$ -	\$ 12.00	Pensacola	FL	will waive office visit charge
Ferry Pass Animal Hospital	\$ 12.25	\$ -	\$ 12.25	Pensacola	FL	will waive office visit charge
Cordova Animal Medical Center	\$ 15.00	\$ -	\$ 15.00	Pensacola	FL	will waive office visit charge
Osceola Pet Care	\$ 20.00	\$ -	\$ 20.00	Pensacola	FL	will waive office visit charge
Pine Meadow Veterinary Clinic	\$ 21.00	\$ -	\$ 21.00	Pensacola	FL	will waive office visit charge
Steadham Veterinary Hospital	\$ 12.00	\$ 10.00	\$ 22.00	Pensacola	FL	
Cantonment Companion Animal Clinic	\$ 22.00	\$ -	\$ 22.00	Cantonment	FL	will waive office visit charge
Brentwood Animal Hospital	\$ 25.00	\$ -	\$ 25.00	Pensacola	FL	will waive office visit charge
Safe Harbor Animal Hospital	\$ 11.00	\$ 15.00	\$ 26.00	Pensacola	FL	
Lost Key Animal Clinic	\$ 13.00	\$ 21.00	\$ 34.00	Pensacola	FL	
Animal Health Clinic	\$ 20.00	\$ 20.00	\$ 40.00	Pensacola	FL	
Pensacola Veterinary Hospital	\$ 20.00	\$ 20.00	\$ 40.00	Pensacola	FL	
Scenic Hills Veterinary Hospital	\$ 20.00	\$ 20.00	\$ 40.00	Pensacola	FL	
East Hill Animal Hospital	\$ 16.00	\$ 25.00	\$ 41.00	Pensacola	FL	
Airport Animal Hospital	\$ 12.00	\$ 38.00	\$ 50.00	Pensacola	FL	
Pine Forest Animal Clinic	\$ 12.75	\$ 38.25	\$ 51.00	Pensacola	FL	
Cat Clinic of Pensacola	\$ 12.00	\$ 40.00	\$ 52.00	Pensacola	FL	
Banfield - the Pet Hospital	\$ 14.95	\$ 40.00	\$ 54.95	Pensacola	FL	
Animal Hospital of Pensacola	\$ 27.00	\$ 28.50	\$ 55.50	Pensacola	FL	
Warrington Veterinary Clinic	\$ 16.00	\$ 40.00	\$ 56.00	Pensacola	FL	
Olive Branch Pet Hospital	\$ 16.50	\$ 39.50	\$ 56.00	Pensacola	FL	
Megan's Landing Veterinary Clinic	\$ 19.00	\$ 40.00	\$ 59.00	Pensacola	FL	
Westside Animal Hospital of Northwest Florida	\$ 19.50	\$ 41.50	\$ 61.00	Pensacola	FL	
Navy Boulevard Animal Hospital	\$ 22.00	\$ 39.00	\$ 61.00	Pensacola	FL	
Spanish Trail Veterinary Hospital	\$ 17.00	\$ 45.15	\$ 62.15	Pensacola	FL	
Chemstrand Oaks Veterinary Hospital	\$ 22.00	\$ 45.00	\$ 67.00	Pensacola	FL	
average cost for rabies shot in Escambia Co.			\$40.61			
least expensive rabies vaccination through a vet			\$12.00			
Perdido Key Veterinary Hospital				Pensacola	FL	could not be reached
Veterinary Emergency Referral Center				Pensacola	FL	doesn't provide standard vet services



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2084

County Attorney's Report 11. 1.

BCC Regular Meeting

Action

Meeting Date: 02/16/2012

Issue: Pitney Bowes Postage Meter Lease - State of Florida Contract #600-760-11-1

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Pitney Bowes Postage Meter Lease - State of Florida Contract #600-760-11-1

That the Board approve and authorize the Chairman to sign the attached Lease Contract on the Pitney Bowes DM100 meter.

BACKGROUND:

The Board has previously approved a postage meter lease for the County Attorney's Office on February 27, 1996 and March 6, 2008. (Copies of Resume attached.) The Clerk of the Circuit Court requires that all outgoing mail be delivered to his office by 2:00 p.m. each day to be stamped and mailed the same day. The Clerk of the Circuit Court has been very cooperative, but due to the fact that a large volume of mail generated late in the afternoon cannot be mailed the following day would burden both the Clerk of the Circuit and the County Attorney's Office.

BUDGETARY IMPACT:

The lease payments will come out of the County Attorney's budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Lease Contract

Resumes 2/27/1996 and 3/6/2008



Engineering the flow of communication™

State of Florida Contract #600-760-11-1
Order Form

Agreement Number

Grid for Agreement Number

Your Business Information

COUNTY ATTORNEYS OFFICE

Full Legal Name of Lessee

DBA Name of Lessee

Tax ID # (FEIN/TIN)

221 PALAFOX PL STE 430

PENSACOLA

FL

32502-5843

Billing Address

City

State

Zip+4

16285815866

Billing Contact Name

Billing Contact Phone #

Billing CAN #

221 PALAFOX PL STE 430

PENSACOLA

FL

32502-5843

Installation Address (if different than billing address)

City

State

Zip+4

16285817862

Installation Contact Name

Installation Contact Phone #

Installation CAN #

Please note any special billing requirements here

Invoice Attention of

Customer PO #

Your Business Needs

Qty	Business Solution Description
1	Mail Stream Solution - 1
1	DM100 Desktop Mailing System
1	IntelliLink Interface / PSD for DM100
1	Accounting (10 Dept) Software
1	5 lb Integrated Weighing
1	Confirmation Services Welcome Kit for DM100
1	Integrated Weighing Platform
1	Professional Installation and Training
1	IntelliLink Subscription with Value Based Services

Check items to be included in customer's payment

Service Level Agreement

Provides Standard SLA with Training

Software Maintenance (additional terms apply)

Provides revision updates and technical assistance

SoftGuard® Subscription

Provides postal and carrier updates

If you do not elect to include SoftGuard® protection with your lease, you will automatically receive updates at the time-current rates.

IntelliLink Subscription/IntelliLink®/Value Based Services

Provides simplified billing and includes postage results

(x) Value Based Services

() Purchase Power Receive an invoice for postage, consolidated billing, (No Transaction Fees) and enhanced management reporting information.

Your Payment Plan

Number of months	Monthly amount*
First 48	\$63.00

() Required Advanced check of \$0.00 received.

() Tax Exempt certificate attached

* Does not include any applicable sales taxes & Payment plans begin after any applicable Promoted Usage Period

Your Acknowledgement

By your signature below, you are entering into a Lease Agreement pursuant to the terms and conditions of the State Contract #600-760-11-1.

Board of County Commissioners
Escambia County, Florida

Wilson B. Robertson, Chairman

Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency

By: _____
Title: County Attorney
Date: 1/27/12



THE BOARD APPROVED OPTION II OF THE PITNEY BOWES MODEL 6909 POSTAGE METER RENTAL PROPOSAL, AND AUTHORIZED THE CHAIRMAN TO SIGN THE DOCUMENTS PERTAINING TO OPTION II RENTAL (AT A MONTHLY DISCOUNTED RATE OF \$69.33). (APPROVED 5-0) P. 45

[Document #: 1996000444 Book/Page: 0183/0141]

THE BOARD AUTHORIZED STAFF TO PROCEED, ON THE BOARD'S OWN MOTION, WITH REZONING TWO PARCELS OF PROPERTY LOCATED ON NINE MILE ROAD WEST OF U. S. HIGHWAY 29, CONCERNING THE SPLIT ZONING OF THE ROSE/REEMY ABUTTING PARCELS (PLUS THE LOWERY PROPERTY RELATIVE TO A MOBILE HOME). (APPROVED 5-0)

FOR INFORMATION: THE BOARD WAS ADVISED BY MR. WILEY C. "BUDDY" PAGE, DIRECTOR, GROWTH MANAGEMENT DEPARTMENT, THAT THE LOWERY PROPERTY WOULD BE CONSIDERED BY THE BOARD OF ADJUSTMENT AT ITS MARCH, 1996, MEETING, AND THAT THE ROSE/REEMY PROPERTY WOULD BE CONSIDERED BY THE PLANNING BOARD AT ITS MEETING IN APRIL, 1996. P. 45

[Document #: 1996000445 Book/Page: 0183/0141]

THE BOARD AUTHORIZED THE FILING OF THE NOTICES OF LIEN AND THE PUBLICATION OF THE NOTICES OF COMPLETION OF CLEANUP WORK AND THE FILING OF A LIEN FOR THE FOLLOWING FOUR (4) NUISANCE ABATEMENT LIENS:

JOSEPH C. BARRETT
2219 NORTH "L" STREET
PENSACOLA, FLORIDA 32501
AMOUNT OF LIEN: \$ 4,556.40

RICHARD C. HOLMES
SOUTHWEST CORNER OF NEW YORK
DRIVE AND NEW MEXICO DRIVE
PENSACOLA, FLORIDA 32505
AMOUNT OF LIEN: \$1,605.00

STEPHEN A. & JOHNNY C. ALDERMAN
4503 MARTHA AVENUE
PENSACOLA, FLORIDA 32506
AMOUNT OF LIEN: \$2,566.00

JULE & MAGNOLIA DEXTER
BERWICK STREET
PENSACOLA, FLORIDA 32503
AMOUNT OF LIEN: \$3,081.00

(APPROVED 5-0) P. 46

[Document #: 1996000446 Book/Page: 0183/0142]

THE BOARD ACCEPTED, FOR THE OFFICIAL RECORD, THE REVISED LETTER DATED JANUARY 18, 1996, FROM THE COUNTY'S CONSULTANT, MR. J. E. "JACK" DORMAN, J. E. DORMAN & ASSOCIATES, INC., CONCERNING THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS PRESENTED AND AMENDED AT THE BOARD OF COUNTY COMMISSIONERS' MEETING ON JANUARY 25, 1996, 5:40 P.M. PUBLIC HEARING. (APPROVED 5-0) P. 47

[Document #: 1996000447 Book/Page: 0183/0142]

THE BOARD ACCEPTED, FOR THE OFFICIAL RECORD, THE MONTHLY INVESTMENT REPORT FOR THE MONTH ENDED JANUARY 31, 1996, AS PREPARED BY ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT. (APPROVED 5-0) P. 47

[Document #: 1996000448 Book/Page: 0183/0142]

THE BOARD ACCEPTED, FOR THE OFFICIAL RECORD, THE REVISED LETTER DATED

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ATTORNEY'S REPORT – Alison Perdue Rogers, County Attorney

I. CONSENT AGENDA

1-4. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Young, and carried unanimously, approving Consent Agenda Items 1 through 4, as follows, with the exception of Item 2, which was held for a separate vote:

1. Taking the following action concerning legal services/ foreclosure attorney:
 - A. Awarding a Contract/Agreement to Joyner & Jordan-Holmes, P.L.C., for professional legal services to foreclose certain County Code Enforcement and Nuisance Abatement Liens; and
 - B. Authorizing the Chairman to sign the Contract/Agreement.
2. See Page 46.
3. Authorizing the payment of an additional \$2,232 as part of a washout Workers' Compensation settlement that the Board approved during the January 24, 2008, Meeting, for Barbara Malone-Ordonia; a Workers' Compensation excess coverage carrier shall reimburse Escambia County for the full amount of the increase.
4. Approving, and authorizing the Chairman to sign, the Lease Contract on the Pitney Bowes Postage Meter Lease / State of Florida Lease Contract #600-760-07-01.





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2157

County Attorney's Report 11. 2.

BCC Regular Meeting

Action

Meeting Date: 02/16/2012

Issue: Workers' Compensation Settlement Involving Ray Boutwell

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning a Workers' Compensation Settlement Involving Ray Boutwell

That the Board approve an indemnity-only settlement of former employee Ray Boutwell's workers compensation case in the amount of \$200,000.00. An excess insurance carrier will reimburse Escambia County for 100.0% of the settlement amount.

BACKGROUND:

Ray Boutwell is 53 years-old and worked as a heavy equipment operator for Escambia County. He sustained a compensable industrial accident occurring on July 25, 2006 when he was struck by a dump truck in the mid-back. As a result of this accident, he has received substantial and continuing medical treatment, including recent cervical fusion surgery. One of his treating physicians, Dr. Chandler, placed Mr. Boutwell at maximum medical improvement on July 11, 2007 and assigned a 16.0% impairment rating.

The County accepted Mr. Boutwell as permanently and totally disabled effective July 11, 2007. The present value of permanent total disability benefits is \$351,916.72. An attorney for the County's third-party adjuster attempted to settle the entire claim; however, the cost of a required Medicare set-aside fund based on future medical costs was prohibitive. As an attempt to minimize the County's long-term exposure on this claim, the attorney negotiated a settlement of future indemnity (permanent total disability) benefits, resulting in significant savings. Mr. Boutwell will continue to receive medical treatment through the workers compensation program. An excess insurance carrier will fully fund the settlement and will reimburse the County for 100.0% of the settlement amount.

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation has been reviewed by Assistant County Attorney, Ryan E. Ross.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2094

County Attorney's Report 11. 3.

BCC Regular Meeting

Action

Meeting Date: 02/16/2012

Issue: Proposed Settlement of Teresa Lynn Urbaniak v. Escambia County Emergency Medical Services (Case No. 2011 CA 000196)

From: Charles V. Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Proposed Settlement of *Teresa Lynn Urbaniak v. Escambia County Emergency Medical Services* (Case No. 2011 CA 000196)

That the Board authorize a settlement in the case of *Teresa Urbaniak v. Escambia County Emergency Medical Services* (Case No. 2011 CA 000196) in which the County will pay to Ms. Urbaniak the sum of \$38,500 in exchange for a General Release and Hold Harmless Agreement in favor of Escambia County and dismissal with prejudice of the pending lawsuit.

BACKGROUND:

On June 16, 2007, an Escambia County ambulance was involved in a multi-vehicle accident at the intersection of Johnson Avenue and Palafox Street. The ambulance had sirens and emergency lights activated but failed to stop for a red light and collided with the motor vehicle driven by Ms. Urbaniak. Ms. Urbaniak was also responsible for the collision as she had proceeded through the intersection on a green light, but did not take heed of the sirens and lights of the ambulance.

The proposed settlement is \$1,000 over the authority of \$37,500 given to this office at the Attorney-Client session of December 8, 2011, but is still within the reasonable range of verdicts for this type of injury and property damage.

BUDGETARY IMPACT:

Funds for the proposed settlement will be paid from the reserve account previously established with the Risk Management Division upon approval by the Board.

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-2040

County Attorney's Report 11. 4.

BCC Regular Meeting

Action

Meeting Date: 02/16/2012

Issue: Natural Gas Franchise to Pensacola Beach

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Natural Gas Franchise to Pensacola Beach

That the Board of County Commissioners:

A. Schedule a public hearing for 5:31 p.m. on March 1, 2012, to consider adopting an ordinance granting a non-exclusive franchise to the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County;

AND

B. Schedule a public hearing for 5:32 p.m. on March 1, 2012, to consider approving an agreement between the City of Pensacola and the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

BACKGROUND:

The Board of County Commissioners has the authority to grant franchise rights for the construction, operation, and maintenance of utilities, including natural gas services. Since 1960, the Board has adopted ordinances and agreements granting the City of Pensacola a franchise to provide natural gas services to the unincorporated area of Escambia County. However, during this timeframe, the City of Pensacola has not provided natural gas services to that portion of Santa Rosa Island located in Escambia County.

The City of Pensacola is currently negotiating with the City of Gulf Breeze to sublease or otherwise transfer its franchise rights to provide services to Santa Rosa Island. The City of Gulf Breeze has purchased and installed the equipment and facilities necessary to provide this service. Pursuant to Section 98-33(7), Escambia County Code of Ordinances, the Board should hold a public hearing to approve any transfer agreement between the Cities of Pensacola and Gulf Breeze. If the cities do not reach an agreement by the date of the public hearing, the Board may preserve its interest in providing natural gas service to Santa Rosa Island by granting a non-exclusive franchise to the City of Gulf Breeze. This non-exclusive franchise would be operative until such time as the City of Pensacola could provide the same natural gas services to Santa Rosa Island.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Ordinance and Agreement were prepared and reviewed by Assistant County Attorney, Ryan E. Ross.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

If the Board chooses to adopt an Ordinance, a copy of the Ordinance will be filed with the Department of State.
